



Gregorio Gomez, Mayor
Rosa Vasquez, Mayor Pro Tem
Paul Boyer, Council Member
Ruben Macareno, Council Member
Tina Hernandez, Council Member

**Farmersville City Council
Regular Meeting**

Monday, September 14, 2020 6:00 PM
Meeting held in Civic Center Council Chambers
– 909 W. Visalia Road Farmersville, California

**Pursuant to Governor Newsom's Executive Order N-25-20,
the City of Farmersville will be allowing the public, staff, and City
Council to attend this meeting via Zoom Meeting.**

Please dial 1-669-900-6833

Meeting ID: 930-5284-2144

Password: 332161

- 1. Call to Order:**
- 2. Roll Call:**
- 3. Invocation:**
- 4. Pledge of Allegiance:**
- 5. Public Comment:**

Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than two (2) minutes. No more than twenty (20) total minutes will be allowed for Public Comment. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the council as each item is brought up for discussion. Comments are to be addressed to the Council as a body and not to any individual Council Member.

- 6. Presentations:**
 - A. Introduction of Officer Javier Montoya and Officer Rachel Leboeuf**
 - B. Speed Humps, Bumps, Cushions, and Tables**
- 7. Consent Agenda:**

Under a CONSENT AGENDA category, a recommended course of action for each item is made. Any Council Member or Member of the Public may remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action, and the Council can approve the remainder of the CONSENT AGENDA.

A. Minutes of Regular City Council Meeting of August 24, 2020.

Recommend approval of minutes.

Documents: Draft Action Minutes of August 24, 2020.

B. Finance Update for August 2020: Warrant Register and Investment Summary

Recommend that the City Council:

1. Approve the Warrant Register as presented for the period. This reporting period represents warrants issued for the current Fiscal Year (2020/2021); and
2. Accept the Investment Summary as presented for the period. This reporting period represents investment summary for the previous month.

Documents: August 2020 Warrant Register
Investment Summary August 2020 (*available at meeting*)

C. Contract for Landscape Maintenance Services with Westscapes in the amount of \$27,300 annually.

Recommend that the City Council award the contract for Landscape Maintenance Services to Westscapes in the amount of \$27,300 annually.

Documents: Agreement with Westscapes

D. Authorize Request for Proposal for Construction Management Services for the Farmersville Blvd. Widening Project

Recommend that the City Council authorize staff to prepare and notice a Request for Proposal for Construction Management Services for the Farmersville Blvd. Widening Project.

E. Measure R Program Supplement to Cooperative Agreement with Tulare County Association of Governments (TCAG) for Construction Phase of the North Farmersville Blvd Widening Project

Recommend that the City Council adopt Resolution 2020-057 approving a Supplement to the Measure R Program Cooperative Agreement with Tulare County Association of Governments (TCAG) to fund the Construction Phase of the North Farmersville Blvd Widening Project.

Documents: Resolution 2020-057
Measure R Program Supplement to Cooperative
Agreement

8. General Business

A. Designation of voting delegate and alternates for the League of California Cities Annual Conference

Recommend that the City Council designate a voting delegate and alternates for the League of California Cities Annual Conference, and authorize the City Clerk to complete and submit the Voting Delegate Form.

Documents: Correspondence

B. Review of March 20, 2020 Local Emergency Declaration

Recommend that the City Council review the March 20, 2020 Local Emergency Declaration and continue with said declaration as previously adopted by Resolution 2020-010 and Urgency Ordinance 501

Documents: Resolution 2020-010
Urgency Ordinance 501

C. Appointments of Greg Gomez and Danny Valdovinos to the Farmersville City Council

Recommend that the City Council adopt Resolution 2020-055 providing for the Appointment to the Offices of this City that were to be elected on Tuesday, November 3, 2020.

Documents: Resolution 2020-055

D. Farmersville 60th Anniversary Celebration

Recommend that the City Council discuss and provide direction to staff for a 60th Anniversary Celebration.

9. Council Reports

A. City Council Updates and Committee Reports

10. Staff Communications:

11. Future Agenda Items

1. Discuss landscape and park maintenance – Sept. 28

12. Adjourn To Closed Session

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) & (e)(3) – 1 potential case *[This involves the receipt of a claim pursuant to the Government Claims Act from a potential plaintiff threatening litigation]*

Documents: Claim

13. Reconvene to Open Session:

14. Adjournment:

NOTICE TO PUBLIC

The City of Farmersville Civic Center and City Council Chambers comply with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact City Hall at (559) 747-0458 please allow at least six (6) hours prior to the meeting so that staff may make arrangements to accommodate you.

Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City's offices during normal business hours.

Drafted by: J. Gomez

Strong Roots.....Growing Possibilities



Gregorio Gomez, Mayor
Rosa Vasquez, Mayor Pro Tem
Paul Boyer, Council Member
Ruben Macareno, Council Member
Tina Hernandez, Council Member

**Farmersville City Council
Regular Meeting**

Monday, August 24, 2020 6:00 PM
Meeting held in Civic Center Council Chambers –
909 W. Visalia Road Farmersville, California

**Pursuant to Governor Newsom's Executive Order N-25-20,
the City of Farmersville will be allowing the public, staff, and City Council
to attend this meeting via Zoom Meeting.**

Please dial 1-669-900-6833

Meeting ID: 971 1774 1738

Password: 978360

1. **Call to Order:** 6:00pm
2. **Roll Call:** Gomez, Boyer, Macareno, Hernandez (logged in late due to Zoom) Vasquez (absent)
3. **Invocation:** Mayor Gomez
4. **Pledge of Allegiance:** Mayor Gomez
5. **Public Comment:**

Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than two (2) minutes. No more than twenty (20) total minutes will be allowed for Public Comment. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the council as each item is brought up for discussion. Comments are to be addressed to the Council as a body and not to any individual Council Member.

Tulare County Supervisor Kuyler Crocker commented on the Deep Creek Cemetery Water Service.

6. **Presentations:**
 - A. **In Memoriam – Candy Becerra** Mayor Gomez presented family with Certificate
 - B. **Proclamation: Railroad Safety Month (September)** Mayor Gomez presented Proclamation
 - C. **Sierra Designs - Community Park Phase III: Sequoia Gateway Area**
Kay Hutmacher from Sierra Designs gave presentation.

7. Consent Agenda:

Under a CONSENT AGENDA category, a recommended course of action for each item is made. Any Council Member or Member of the Public may remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action, and the Council can approve the remainder of the CONSENT AGENDA.

A. Minutes of Regular City Council Meeting of August 10, 2020.

Recommend approval of minutes.

Documents: Draft Action Minutes of August 10, 2020.

B. Authorize Awarding Contract with Revenue & Cost Specialists LLC for updating Fee Schedules

Recommend that the City Council authorize the City Manager or designee to sign the contract for Comprehensive Fee Schedule Study, Development Impact Fee Study, and Cost Allocation Plan with Revenue & Cost Specialists LLC.

Documents: Services Contract

C. Contract with TJKM Transportation Consultants for Planning Consultation to Develop the Farmersville Local Roadway Safety Plan

Recommend that the City Council authorize the City Manager to sign the contract for Planning Consultation to Develop the Farmersville Local Roadway Safety Plan with TJKM.

Documents: Agreement

D. Measure R Citizens Oversight Committee Appointment

Recommend that the City Council appoint Lisa Wallis-Dutra to be the City of Farmersville representative.

Motion to Approve items A-D

Result: Approved Mover: Councilmember Boyer Seconder: Councilmember Hernandez Ayes: Gomez, Boyer, Hernandez, Macareno- (per roll call) Noes: 0 Abstain: 0 Absent : Vasquez
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8. General Business

A. Public Hearing: CDBG-CV1 Application for Community Development Activity in the amount of \$82,268

Recommend that the City Council adopt Resolution 2020-053 approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program – Coronavirus Response Round 1.

Documents: Resolution 2020-053

Jennifer Gomez- City Manager presented information regarding the grant available due to COVID

Mayor Gomez opened the Public Hearing at 6:39pm and with no comments given, closed the Public Hearing at 6:39pm

Motion to approve as presented

Result: Approved Mover: Councilmember Macareno Second: Mayor Gomez Ayes: Gomez, Boyer, Hernandez, Macareno (per roll call) Noes: 0 Abstain: 0 Absent : Vasquez
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B. City Clerks Certification That There Are Not More Candidates Than Offices To Be Elected

Jennifer Gomez- City Manager gave presentation

Informational item only; no action required.

Documents: Certification

C. Finance Update for July 2020: Investment Summary

Steve Huntley Director of Finance & Administration gave presentation

Informational item only; no action required.

Documents: Investment Summary July 2020

D. Award to Bush Engineering for the Construction Phase of the Deep Creek Restoration Project

Recommended that the City Council accept and award the construction bid for the Deep Creek Restoration Project, Phase 1 from the lowest bidder, Bush Engineering Inc. for the Base Bid plus Alternate A2, with the following actions:

1. Award the construction contract to Bush Engineering Inc. for \$400,863.04 for the Base Bid plus Alternate A2; and
2. Authorize a contingency of \$40,086.30 for changes during construction to be administered by the City Manager; and
3. Approve the use of \$130,784.34 from the City's Cannabis Business Tax fund to supplement the existing grant funding for the project by way of separate budget amendment.

Motion to approve as presented.

Jennifer Gomez- City Manager gave presentation regarding Deep Creek Restoration Project.

Motion to Approve as presented

Result: Approved Mover: Councilmember Boyer Seconder: Councilmember Hernandez Ayes: Gomez, Boyer, Hernandez (per roll call) Noes: Macareno Abstain: 0 Absent : Vasquez
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E. First Amendment to the Fiscal Year 2020-21 Budget by Resolution 2020-054

Recommended that the City Council adopt the First Budget Amendment for Fiscal Year 2020-21 by Resolution 2020-054.

Documents: Resolution 2020-054

Steve Huntley- Finance and Administration Director gave presentation.

Motion to approve as presented

Result: Approved
Mover: Councilmember Boyer
Second: Councilmember Hernandez
Ayes: Gomez, Boyer, Hernandez (per roll call)
Noes: Macareno
Abstain: 0
Absent : Vasquez

F. Deep Creek Cemetery Water Service

Recommended that the City Council provide direction regarding the connection of water to the Deep Creek Cemetery.

Jeff Dowlen Public Works Director gave presentation and answered questions

Boyer- Cemetery needs to be responsible for contractor to install meter, City needs to charge for water bill

Gomez-Concerned that the General Manager has never inquired about getting meter and using the Cities water. Will cemetery keep up on maintenance?

Staff will reach out to the District for additional information.

9. Council Reports

A. City Council Updates and Committee Reports

Boyer- Inquired if Firefighters are out of town due to all the fires in California

Gomez- Thanked Police Department and City Manager for meeting with him regarding all the vehicles parked on streets. Would like Street Sweeper to clean areas where cars were parked. Would like the 60th Anniversary of Farmersville on next agenda. Inquired about fire hydrants being placed North end of Walnut.

10. Staff Communications:

Finance Director- Proteus is now using the Council Chambers a couple of times a week

Police Department- Two new Officers started today

Public Works- West Walnut grinding is going to start August 31, 2020

11. Future Agenda Items

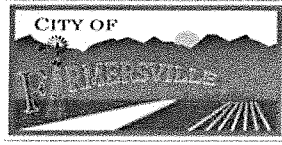
1. Farmersville 60th Anniversary Celebration
2. Discuss landscape and park maintenance

12. Adjournment:

Mayor Gomez adjourned meeting at 8:05pm

Respectfully submitted,

Rochelle Giovani
City Clerk



City Council

Staff Report Consent Item # 7B

TO: Honorable Mayor and City Council

FROM: Steve Huntley, Director of Finance & Administration

DATE: September 14, 2020

SUBJECT: Finance Update for **August 2020:** Warrant Register and Investment Summary

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

1. Approve the Warrant Register as presented for the period. This reporting period represents warrants issued for the current Fiscal Year (2020/2021) and Prior Fiscal Year (2019/2020).
2. Accept the Investment Summary as presented for the period. This reporting period represents investment summary for the previous month.

COORDINATION & REVIEW:

Preparation and presentation of the Warrant Register has been coordinated with the City Finance Department and City Manager's Office.

Preparation and presentation of the Investment Summary is in compliance with Government Code 53607 and 53646(b) and has been coordinated with the City Finance Department and City Manager's Office.

FISCAL IMPACT:

Each demand has been audited for accuracy and sufficiency of funds for payment. The current Warrant Registers total to \$662,687.12 inclusive of the following batches allowed for in the adopted Fiscal Year 2020/2021 Budget:

GENERAL FUND WARRANTS	#132995-133008	\$66,049.55
GENERAL FUND WARRANTS	#133009-133022	106,291.13
GENERAL FUND WARRANTS	#133023-133046	285,086.60
GENERAL FUND WARRANTS	#133047-133062	83,705.90
PAYROLL WARRANTS	#11153-11185	61,037.05
PAYROLL WARRANTS	#11186-11218	60,516.89
		<hr/>
		\$662,687.12

FISCAL IMPACT:

Each demand has been audited for accuracy and sufficiency of funds for payment. The current Warrant Registers total to \$921,570.26 inclusive of the following batches allowed for in the adopted Fiscal Year 2019/2020 Budget:

GENERAL FUND WARRANTS	#132988-132994	\$829,198.89
GENERAL FUND WARRANTS	#133063-133074	92,371.37
		<hr/>
		\$921,570.26

Each investment is accurately reflected and in conformity with the City's investment policy as amended. The City has cashflow to meet six months expenditures.

CONCLUSION:

It is respectfully recommended that the City Council approve the Warrant Register as presented for the period August 1, 2020 to August 30, 2020.

It is respectfully recommended that the City Council accept the Investment Summary as presented for the period of August 2020.

Attachment(s):

1. Warrant Registers August 2020.
2. Investment Summary August 2020. *(Document will be distributed at the meeting)*

08/07/2020 13:04
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
CHECK NO CHK DATE

1100
TYPE VENDOR NAME CASH (DUE TO/DUE FROM)

VOUCHER INVOICE

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INV DATE	PO	WARRANT	NET
07/24/2020		2721	789.43

08/07/2020	PRTD	750	IAMPE CHRYSLER DODGE
07/24/2020		2721	789.43

08/07/2020	PRTD	769	AMERICAN INCORPORATE
07/13/2020		2721	38.82
07/13/2020		2721	144.17
07/13/2020		2721	1,466.00
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132996 TOTAL:			
07/30/2020		2721	652.38
07/27/2020		2721	736.26
07/24/2020		2721	1,068.95
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132997 TOTAL:			
07/30/2020		2721	295.07
CHECK			295.07
132998 TOTAL:			
07/30/2020		2721	1,435.50
07/30/2020		2721	363.23
07/30/2020		2721	363.23
CHECK			2,161.96
132999 TOTAL:			
07/31/2020		2721	100.00
CHECK			100.00
133000 TOTAL:			
07/26/2020		2721	9,356.00
CHECK			9,356.00
133001 TOTAL:			
07/27/2020		2721	800.00
07/27/2020		2721	800.00
CHECK			800.00
1855 DOWLING INVESTIGATIV			
07/27/2020		2721	800.00
CHECK			800.00
310004532			
07/31/2020		2721	100.00
CHECK			100.00
1653 ESTRELLA, LUIS ANGEL			
07/31/2020		2721	100.00
CHECK			100.00
1724 HIGHLAND PRODUCTS GR			
07/26/2020		2721	9,356.00
CHECK			9,356.00
1855 DOWLING INVESTIGATIV			
07/27/2020		2721	800.00
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07272020			
07/27/2020		2721	800.00
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56,049.55

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

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08/07/2020 12:56 | CITY OF FARMERSVILLE
6175name | INVOICE ENTRY PROOF LIST

CLERK: 6175name BATCH: 2721

NEW INVOICES

| P 3
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VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE	ERR
8300 00000 CITY OF FARMERSV	37419 082021			2721	4,473.46	.00	.00
CASH 01	2021/02	INV 08/04/2020	SEP-CHK: N				
ACCT 1100	DEPT	DUE 08/07/2020	DESC:WATER				
			DISC: .00				
					01420 5206	79.71	1099:
					01425 5206	2,661.09	1099:
					01406 5206	99.29	1099:
					01425 5206	57.75	1099:
					01406 5206	1,332.60	1099:
					39425 5206	152.20	1099:
					39425 5206	90.82	1099:
					CMCTR		
12000 00000 FARLEY LAW FIRM	37412 072720			2721	8,833.29	.00	.00
CASH 01	2021/02	INV 07/27/2020	SEP-CHK: N				
ACCT 1100	DEPT	DUE 08/07/2020	DESC:PROFESSIONAL SERVICE				
			DISC: .00				
					04425 5516	639.00	1099:7
					01406 5205	8,194.29	1099:0
37000 00001 QUAD KNOFF, INC.	37414 105012			2721	13,291.90	.00	.00
CASH 01	2021/02	INV 07/28/2020	SEP-CHK: Y				
ACCT 1100	DEPT	DUE 08/07/2020	DESC:WTP-CONSTRUCTION MANAGEMENT				
			DISC: .00				
					04425 5516	13,291.90	1099:
					WTP		
37000 00001 QUAD KNOFF, INC.	37415 105013			2721	587.54	.00	.00
CASH 01	2021/02	INV 07/28/2020	SEP-CHK: N				
ACCT 1100	DEPT	DUE 08/07/2020	DESC:WTP-CONSTRUCTION MANAGEMENT				
			DISC: .00				
					04425 5516	587.54	1099:
					WTP		
37000 00001 QUAD KNOFF, INC.	37417 104965			2721	14,657.45	.00	.00
CASH 01	2021/02	INV 07/20/2020	SEP-CHK: N				
ACCT 1100	DEPT	DUE 08/07/2020	DESC:PERCO-EFFLUENT POND DISTRIBUTION				
			DISC: .00				
					04425 5516	14,657.45	1099:
					PERCO		
52200 00001 VOYAGER FLEET SY	37407 869223818020			2721	5,616.87	.00	.00
CASH 01	2021/02	INV 07/24/2020	SEP-CHK: N				
ACCT 1100	DEPT	DUE 08/07/2020	DESC:FUEL				
			DISC: .00				
					01406 5255	26.41	1099:
					01411 5255	3,243.88	1099:
					01415 5255	126.65	1099:
					01420 5255	665.45	1099:
					01425 5255	155.45	1099:
					02425 5255	233.18	1099:
					04425 5255	544.07	1099:
					21425 5255	544.07	1099:
					35425 5255	77.71	1099:
22 APPROVED UNPAID INVOICES			TOTAL		66,049.55		

08/07/2020 12:56
6175name

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

CLERK: 6175name

BATCH: 2721

DOCUMENT
INVOICE

VENDOR REMIT NAME

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PO

VOUCHER WARRANT

NEW INVOICES

NET AMOUNT

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22 INVOICE(S)

REPORT POST TOTAL

66,049.55

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CASH ACCOUNT: 01
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CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

1100 CASH (DUE TO/DUE FROM)
TYPE VENDOR NAME VOUCHER

INVOICE

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08/13/2020 PRTD 542 THOMSON REUTERS

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08/01/2020

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220.00

08/13/2020 PRTD 1378 MID VALLEY DISPOSAL

M-2021-1

08/13/2020

2722

39,421.48

08/13/2020 PRTD 1559 ASI ADMINISTRATIVE S

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08/13/2020 PRTD 1559 ASI ADMINISTRATIVE S

081120

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1,232.62

08/13/2020 PRTD 1609 AXON ENTERPRISE INC

SL-1673647

08/04/2020

2722

20,662.50

08/13/2020 PRTD 1719 GHD INC.

146275

07/31/2020

2722

5,726.25

08/13/2020 PRTD 1863 ADVENTIST HEALTH TOX

1240

08/01/2020

2722

437.00

08/13/2020 PRTD 1886 ERENE SOLIMAN, PSY.

072920

07/26/2020

2722

800.00

08/13/2020 PRTD 2163 RUBITH QUEZADA, ADMI

081220

08/12/2020

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25,000.00

08/13/2020 PRTD 3600 BILL NELSON GENERAL

080620

08/06/2020

2722

1,032.39

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1,032.39

CHECK 133017 TOTAL:

25,000.00

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437.00

CHECK 133014 TOTAL:

5,726.25

CHECK 133013 TOTAL:

20,662.50

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1,232.62

CHECK 133011 TOTAL:

325.50

CHECK 133010 TOTAL:

39,421.48

CHECK 133009 TOTAL:

220.00

INV DATE PO WARRANT

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08/13/2020 17:51
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CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
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INV DATE PO WARRANT

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08/13/2020 PRTD 8250 COLLINS & SCHOETTLE

1067

08/04/2020 2722

3,600.00

08/13/2020 PRTD 22955 JOHNSON, TOMMIE LOCK

080620

08/06/2020 2722

150.00

08/13/2020 PRTD 34500 AT & T

082020

08/07/2020 2722

261.39

08/13/2020 PRTD 41000 SELF-HELP ENTERPRISE

FVL18HM JUL-20

08/12/2020 2722

521.00

08012020

08/01/2020 2722

3,000.00

FVLHMPI JUL-20

08/01/2020 2722

600.00

FVLCHPI JUL-20

08/12/2020 2722

350.00

FVLCDPI JUL-20

08/12/2020 2722

600.00

FVLADM JUL-20

08/12/2020 2722

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CHECK 133022 TOTAL: 7,422.00

NUMBER OF CHECKS 14 *** CASH ACCOUNT TOTAL *** 106,291.13

TOTAL PRINTED CHECKS COUNT AMOUNT 14 106,291.13

*** GRAND TOTAL *** 106,291.13

08/13/2020 17:45
6175name

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

COPY

CLERK: 6175name BATCH: 2722

DOCUMENT
INVOICE

VENDOR REMIT NAME

PO

VOUCHER WARRANT

NEW INVOICES

NET AMOUNT

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PO BALANCE CHK/WIRE

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APPROVED UNPAID INVOICES TO BE POSTED

542 00000 THOMSON REUTERS 37442 842734389

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CASH 01 2021/02 INV 08/01/2020
ACCT 1100 DEPT DUE 08/13/2020

SEP-CHK: N DISC: .00
DESC: PROFESSIONAL SERVICE

01411 5205

220.00 1099:

1378 00000 MID VALLEY DISPO 37447 M-2021-1

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CASH 01 2021/02 INV 08/13/2020
ACCT 1100 DEPT DUE 08/13/2020

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DESC: JULY 2021

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606425 4004
606425 4092
606425 4093
606425 4094

54,860.30 1099:
-3,675.91 1099:
-5,146.27 1099:
-2,940.73 1099:
-3,675.91 1099:

1559 00000 ASI ADMINISTRATI 37434 081120

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CASH 01 2021/02 INV 08/11/2020
ACCT 1100 DEPT DUE 08/13/2020

SEP-CHK: Y DISC: .00
DESC: MEDICAL CHECK RUN

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1,232.62 1099:

1559 00000 ASI ADMINISTRATI 37443 08042020

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CASH 01 2021/02 INV 08/04/2020
ACCT 1100 DEPT DUE 08/13/2020

SEP-CHK: Y DISC: .00
DESC: MEDICAL CHECK RUN

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1609 00000 AXON ENTERPRISE 37438 SL-1673647

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W9rcd

CASH 01 2021/02 INV 08/04/2020
ACCT 1100 DEPT DUE 08/13/2020

SEP-CHK: N DISC: .00
DESC: OPER SUPPLIES

01411 5205

20,662.50 1099:

1719 00000 GHD INC. 37426 146275

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W9rcd

CASH 01 2021/02 INV 07/31/2020
ACCT 1100 DEPT DUE 08/13/2020

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DESC: ENTRY-BLVD WIDENING

26425 5516 ENTRY

5,726.25 1099:

1863 00000 ADVENTIST HEALTH 37437 1240

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CASH 01 2021/02 INV 08/01/2020
ACCT 1100 DEPT DUE 08/13/2020

SEP-CHK: N DISC: .00
DESC: PROFESSIONAL SERVICE

01411 5205

437.00 1099:

P 1
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08/13/2020 17:45

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

P
apinvent 2

CLERK: 6175name BATCH: 2722

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1886 00000 ERENE SOLIMAN, P	37435 072920			2722	800.00	.00	.00	w9rcd
CASH 01	2021/02	INV 07/26/2020	SEP-CHK: N					
ACCT 1100	DEPT	DUE 08/13/2020	DESC:PROFESSIONAL SERVICE		01411 5205		800.00	1099:
2163 00000 RUBITH QUEZADA,	37427 081220			2722	25,000.00	.00	.00	w9rcd
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N					
ACCT 1100	DEPT	DUE 08/13/2020	DESC:330 N FARMERSVILLE		01414 5205		25,000.00	1099:
3600 00000 BILL NELSON GENE	37444 080620			2722	1,032.39	.00	.00	w9rcd
CASH 01	2021/02	INV 08/06/2020	SEP-CHK: N					
ACCT 1100	DEPT	DUE 08/13/2020	DESC:METER DEPOSIT REFUND		909404 2337		1,032.39	1099:
8250 00000 COLLINS & SCHOET	37441 1067			2722	3,600.00	.00	.00	w9rcd
CASH 01	2021/02	INV 08/04/2020	SEP-CHK: N					
ACCT 1100	DEPT	DUE 08/13/2020	DESC:JULY 2020		01414 5205		3,600.00	1099:
22955 00000 JOHNSON, TOMMIE	37440 080620			2722	150.00	.00	.00	w9rcd
CASH 01	2021/02	INV 08/06/2020	SEP-CHK: N					
ACCT 1100	DEPT	DUE 08/13/2020	DESC:JANITORIAL DETAIL		01406 5205		150.00	1099:
34500 00001 AT & T	37445 082020			2722	261.39	.00	.00	w9rcd
CASH 01	2021/02	INV 08/07/2020	SEP-CHK: N					
ACCT 1100	DEPT	DUE 08/13/2020	DESC:PHONE		01411 5211 01406 5211 01420 5211 01415 5211 39425 5211 04425 5211		77.41 91.89 15.21 31.90 22.49 22.49	1099: 1099: 1099: 1099: 1099: 1099:
41000 00000 SELF-HELP ENTERP	37428 FVL18HM JUL-20			2722	521.00	.00	.00	w9rcd
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N					
ACCT 1100	DEPT	DUE 08/13/2020	DESC:GENERAL ADMIN		12400 5205 12600		521.00	1099:

08/13/2020 17:45

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

P 3
apinvent

CLERK: 6175name BATCH: 2722

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE	ERR
41000 00000 SELF-HELP ENTERP 37429	08012020			2722	3,000.00	.00	.00
CASH 01 2021/02 INV 08/01/2020 SEP-CHK: N DISC: .00	ACCT 1100 DEPT DUE 08/13/2020	DESC:HOME LONG TERM MONITORING			01414 5205		
41000 00000 SELF-HELP ENTERP 37430	FVLHMPJ JUL-20			2722	600.00	.00	.00
CASH 01 2021/02 INV 08/01/2020 SEP-CHK: N DISC: .00	ACCT 1100 DEPT DUE 08/13/2020	DESC:GENERAL ADMIN			41404 5205		
41000 00000 SELF-HELP ENTERP 37431	FVLCHPI JUL-20			2722	350.00	.00	.00
CASH 01 2021/02 INV 08/12/2020 SEP-CHK: N DISC: .00	ACCT 1100 DEPT DUE 08/13/2020	DESC:GENERAL ADMIN			42404 5205		
41000 00000 SELF-HELP ENTERP 37432	FVLCDPI JUL-20			2722	600.00	.00	.00
CASH 01 2021/02 INV 08/12/2020 SEP-CHK: N DISC: .00	ACCT 1100 DEPT DUE 08/13/2020	DESC:GENERAL ADMIN			01414 5205		
41000 00000 SELF-HELP ENTERP 37433	FVLADM JUL-20			2722	2,351.00	.00	.00
CASH 01 2021/02 INV 08/12/2020 SEP-CHK: N DISC: .00	ACCT 1100 DEPT DUE 08/13/2020	DESC:LOAN PORTFOLIO MANAGEMENT			01414 5205		
19 APPROVED UNPAID INVOICES							
TOTAL					106,291.13		

19 INVOICE(S)

REPORT POST TOTAL

106,291.13

08/20/2020 17:38
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

COPY

8/20/20
844

CASH ACCOUNT: 01
CHECK NO CHK DATE

TYPE 1100
VENDOR NAME

CASH (DUE TO/DUE FROM)
VOUCHER

INVOICE

INV DATE PO

WARRANT

NET

P 1
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08/20/2020 PRTD 633 CHARTER COMMUNICATIO

0039801080520

08/05/2020

2724

1,896.31

00397930805200

08/05/2020

2724

659.31

CHECK

133023 TOTAL:

2,555.62

08/20/2020 PRTD 1025 SUPER TIRES

50689267

08/07/2020

2724

25.00

CHECK

133024 TOTAL:

25.00

08/20/2020 PRTD 1232 TODD COMPANIES INC.

2

07/01/2020

2724

193,448.58

CHECK

133025 TOTAL:

193,448.58

08/20/2020 PRTD 1234 AUTOZONE

3711908961

08/05/2020

2724

177.03

3711905099

07/30/2020

2724

8.50

3711901211

07/23/2020

2724

10.32

3711901072

07/23/2020

2724

10.17

3711896811

07/16/2020

2724

36.66

3711896815

07/16/2020

2724

-10.00

CHECK

133026 TOTAL:

232.68

08/20/2020 PRTD 1481 HINDERLITER DELLAMAS

sin002744

07/30/2020

2724

1,100.00

CHECK

133027 TOTAL:

1,100.00

08/20/2020 PRTD 1559 ASI ADMINISTRATIVE S

081820

08/18/2020

2724

2,338.58

CHECK

133028 TOTAL:

2,338.58

08/20/2020 PRTD 1695 SUPERIOR POOL PRODUC

Q2011243

08/11/2020

2724

653.17

Q2011098

08/04/2020

2724

646.17

Q2011137

08/06/2020

2724

-150.00

Q2011025

07/30/2020

2724

-150.00

Q2010984

07/29/2020

2724

646.17

08/20/2020 17:38
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
CHECK NO CHK DATE

1100
TYPE VENDOR NAME CASH (DUE TO/DUE FROM)
VOUCHER

INVOICE

INV DATE PO WARRANT

NET

P 2
apcsbdsb

08/20/2020 PRTD	1781 MOORE, THERESA	081220	07/23/2020	2724	-150.00
			07/21/2020	2724	646.17
			07/16/2020	2724	-150.00
			07/14/2020	2724	646.17
			CHECK	133029 TOTAL:	2,637.85
08/20/2020 PRTD	1823 VPHONES.COM	8172	08/12/2020	2724	80.00
			CHECK	133030 TOTAL:	80.00
08/20/2020 PRTD	1845 GOPHER GETTER	INV0031	08/15/2020	2724	1,205.03
			CHECK	133031 TOTAL:	1,205.03
08/20/2020 PRTD	2137 4CREEKS, INC.	20346	08/19/2020	2724	1,275.00
		20287	CHECK	133032 TOTAL:	1,275.00
08/20/2020 PRTD	5300 B S & E COMPANY, INC	232139	08/10/2020	2724	28,810.15
			CHECK	133033 TOTAL:	1,732.89
08/20/2020 PRTD	7360 CRAIG'S AUTO PARTS	356611	08/10/2020	2724	30,543.04
		356236	CHECK	133034 TOTAL:	222.39
08/20/2020 PRTD	8399 CITY OF VISALIA	AR085828	07/27/2020	2724	222.39
		AR085802	08/19/2020	2724	114.62
			CHECK	133035 TOTAL:	29.34
			07/31/2020	2724	143.96
			07/31/2020	2724	473.00
			CHECK	133036 TOTAL:	6,155.42
					6,628.42

08/20/2020 17:38
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
CHECK NO CHK DATE

1100
TYPE VENDOR NAME CASH (DUE TO/DUE FROM)
VOUCHER

INVOICE

INV DATE PO WARRANT

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apcsdshb

NET

08/20/2020	PRTD	9940 DEPARTMENT OF JUSTIC	462170	08/07/2020	2724	164.00
				CHECK	133037 TOTAL:	164.00
08/20/2020	PRTD	36695 PRICE PAIGE & COMPAN	17703	07/31/2020	2724	3,990.00
				CHECK	133038 TOTAL:	3,990.00
08/20/2020	PRTD	37000 QUAD KNOFF, INC.	105230	08/14/2020	2724	2,010.00
			105156	08/14/2020	2724	14,196.12
			105155	08/12/2020	2724	7,345.24
			105315	08/12/2020	2724	1,749.96
			105236	08/12/2020	2724	1,835.10
			105234	08/12/2020	2724	2,870.46
			105233	08/12/2020	2724	81.00
			105232	08/12/2020	2724	1,296.36
			105231	08/12/2020	2724	860.40
			105235	08/14/2020	2724	2,556.77
08/20/2020	PRTD	41754 SHRED-IT	8180248626	CHECK	133039 TOTAL:	34,801.41
				08/07/2020	2724	146.78
				CHECK	133040 TOTAL:	146.78
08/20/2020	PRTD	44300 T & F TIRE & SERVICE	TU-693552	07/25/2020	2724	403.99
				CHECK	133041 TOTAL:	403.99
08/20/2020	PRTD	46956 TULARE COUNTY INFORM	21-003	08/11/2020	2724	77.00
				CHECK	133042 TOTAL:	77.00
08/20/2020	PRTD	47100 TULARE COUNTY ENVIRO	IN0187836	08/05/2020	2724	309.00

08/20/2020 17:38
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
CHECK NO CHK DATE

1100
TYPE VENDOR NAME CASH (DUE TO/DUE FROM)

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

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apcsdshb

08/20/2020 PRTD 48250 UNDERGROUND SERVICE

115403DIG20
2020115403

08/14/2020
07/22/2020

2724
2724

279.92
338.74

08/20/2020 PRTD 51550 VERIZON WIRELESS

9860070538

08/05/2020

2724

618.66

08/20/2020 PRTD 57100 ZUMAR INDUSTRIES, IN

89275

07/28/2020

2724

1,394.94
1,394.94

NUMBER OF CHECKS 24

*** CASH ACCOUNT TOTAL ***

285,086.60

TOTAL PRINTED CHECKS
COUNT
24
AMOUNT
285,086.60

*** GRAND TOTAL ***

285,086.60

08/20/2020 17:33 | CITY OF FARMERSVILLE
6175name | INVOICE ENTRY PROOF LIST

CLERK: 6175name BATCH: 2724

DOCUMENT

VENDOR REMIT NAME

INVOICE

PO

VOUCHER WARRANT

NEW INVOICES

NET AMOUNT

EXCEEDS PO BY

PO BALANCE CHK/WIRE

ERR

APPROVED UNPAID INVOICES TO BE POSTED

633 00000 CHARTER COMMUNIC 37508 2724

1,896.31

.00

.00

W9rcd

CASH 01 2021/02 INV 08/05/2020 SEP-CHK: N DISC: .00
ACCT 1100 DEPT DUE 08/20/2020 DESC:PROFESSIONAL SERVICE

01406 5211
01425 5211
01411 5211
01420 5211
01415 5211

568.89 1099:
284.45 1099:
474.08 1099:
379.26 1099:
189.63 1099:

633 00000 CHARTER COMMUNIC 37509 2724
00397930805200

659.31

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W9rcd

CASH 01 2021/02 INV 08/05/2020 SEP-CHK: N DISC: .00
ACCT 1100 DEPT DUE 08/20/2020 DESC:PROFESSIONAL SERVICE

01406 5211
01425 5211
01411 5211
01420 5211
01415 5211

197.79 1099:
98.90 1099:
164.83 1099:
131.86 1099:
65.93 1099:

1025 00000 SUPER TIRES 37464 2724
50689267

25.00

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W9rcd

CASH 01 2021/02 INV 08/07/2020 SEP-CHK: N DISC: .00
ACCT 1100 DEPT DUE 08/20/2020 DESC:REP SERVICE

01425 5204

25.00 1099:

1232 00000 TODD COMPANIES I 37488 2724
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193,448.58

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W9rcd

CASH 01 2021/02 INV 07/01/2020 SEP-CHK: N DISC: .00
ACCT 1100 DEPT DUE 07/16/2020 DESC:EWLNT-E.WALNUT AVE IMPROVEMENT PROJECT

26425 5516 EWLNT
26 2245 EWLNT

203,630.08 1099:
-10,181.50 1099:

1234 00000 AUTOZONE 37471 2724
3711908961

177.03

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W9rcd

CASH 01 2021/02 INV 08/05/2020 SEP-CHK: N DISC: .00
ACCT 1100 DEPT DUE 08/20/2020 DESC:REP SUPPLIES

01425 5203
02425 5203
04425 5203

59.01 1099:
59.01 1099:
59.01 1099:

1234 00000 AUTOZONE 37472 2724
3711905099

8.50

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W9rcd

CASH 01 2021/02 INV 07/30/2020 SEP-CHK: N DISC: .00
ACCT 1100 DEPT DUE 08/20/2020 DESC:REP SUPPLIES

01425 5203
02425 5203
04425 5203

3.00 1099:
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CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

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NEW INVOICES

PO

NET AMOUNT

1501

VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR

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08/20/2020 17:33 CITY OF FARMERSVILLE
6175name INVOICE ENTRY PROOF LIST

CLERK: 6175name BATCH: 2724

NEW INVOICES

P
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VENDOR REMIT NAME	DOCUMENT	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
8399 00001 CITY OF VISALIA	37505 AR085828		2724		473.00	.00	.00			
CASH 01	2021/02	INV 07/31/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/20/2020	DESC: PROFESSIONAL SERVICE		01426 5205			473.00	1099:	
8399 00001 CITY OF VISALIA	37506 AR085802		2724		6,155.42	.00	.00			
CASH 01	2021/02	INV 07/31/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/20/2020	DESC: AUG 2020 ANIMAL SERVICE		01426 5205			6,155.42	1099:	
9940 00000 DEPARTMENT OF JU	37461 462170		2724		164.00	.00	.00			
CASH 01	2021/02	INV 08/07/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/20/2020	DESC: PROFESSIONAL SERVICE		83411 5205			164.00	1099:	
36695 00000 PRICE PAIGE & CO	37494 17703		2724		3,990.00	.00	.00			
CASH 01	2021/02	INV 07/31/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/20/2020	DESC: PROFESSIONAL SERVICE		01406 5205			3,990.00	1099:	
37000 00001 QUAD KNOPE, INC.	37495 105230		2724		2,010.00	.00	.00			
CASH 01	2021/02	INV 08/14/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/20/2020	DESC: WMLNT-W. WALNUT AVE		27425 5516 WMLNT			2,010.00	1099:	
37000 00001 QUAD KNOPE, INC.	37496 105156		2724		14,196.12	.00	.00			
CASH 01	2021/02	INV 08/14/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/20/2020	DESC: PERCO-EFFLUENT POND DISTRIBUTION		04425 5516 PERCO			14,196.12	1099:	
37000 00001 QUAD KNOPE, INC.	37497 105155		2724		7,345.24	.00	.00			
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/20/2020	DESC: XWALK-CONSTRUCTION MANAGEMENT SERVICES		22425 5516 XWALK			7,345.24	1099:	
37000 00001 QUAD KNOPE, INC.	37498 105315		2724		1,749.96	.00	.00			
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/20/2020	DESC: 2020 FARMERSVILLE LIMDS		35425 5205			1,749.96	1099:	

08/20/2020 17:33
6175name

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

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apinvent 6

CLERK: 6175name BATCH: 2724				NEW INVOICES			
VENDOR REMIT NAME		DOCUMENT	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY
-----		INVOICE					PO BALANCE CHK/WIRE ERR
37000	00001 QUAD KNOFF, INC.	37499 105236				2724	1,835.10
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N	DISC: .00		.00	.00
ACCT 1100	DEPT	DUE 08/20/2020	DESC:SELF HELP APARTMENT COMPLEX SPR		01414 5205		
37000	00001 QUAD KNOFF, INC.	37500 105234				2724	1,835.10
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N	DISC: .00		.00	.00
ACCT 1100	DEPT	DUE 08/20/2020	DESC:LEGAL DESCRIPTION & EXHIBIT		01414 5205		
37000	00001 QUAD KNOFF, INC.	37501 105233				2724	81.00
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N	DISC: .00		.00	.00
ACCT 1100	DEPT	DUE 08/20/2020	DESC:160 S FARMERSVILLE		01414 5205		
37000	00001 QUAD KNOFF, INC.	37502 105232				2724	1,296.36
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N	DISC: .00		.00	.00
ACCT 1100	DEPT	DUE 08/20/2020	DESC:ENTRY- BLVD WIDENING		26425 5516 ENTRY		
37000	00001 QUAD KNOFF, INC.	37503 105231				2724	860.40
CASH 01	2021/02	INV 08/12/2020	SEP-CHK: N	DISC: .00		.00	.00
ACCT 1100	DEPT	DUE 08/20/2020	DESC:SITE PLAN		01414 5205		
37000	00001 QUAD KNOFF, INC.	37504 105235				2724	2,556.77
CASH 01	2021/02	INV 08/14/2020	SEP-CHK: N	DISC: .00		.00	.00
ACCT 1100	DEPT	DUE 08/20/2020	DESC:GENERAL ENGINEERING SERVICE		01414 5205		
41754	00001 SHRED-IT	37507 8180248626				2724	146.78
CASH 01	2021/02	INV 08/07/2020	SEP-CHK: N	DISC: .00		.00	.00
ACCT 1100	DEPT	DUE 08/20/2020	DESC:SHREDDING SERVICE		01411 5205		
44300	00001 T & F TIRE & SER	37468 TU-693552				2724	403.99
CASH 01	2021/02	INV 07/25/2020	SEP-CHK: N	DISC: .00		.00	.00
ACCT 1100	DEPT	DUE 08/20/2020	DESC:REP SERVICE		01425 5203		
					04425 5203		
					22425 5203		

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

PO BALANCE	CHK/WIRE	ERR
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77.00 1099:

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112.91	1099:
112.92	1099:

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137.29	1099:
137.29	1099:
137.28	1099:

744.67 1099:

285,086.60

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08/28/2020 13:25
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

COPY

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CASH ACCOUNT: 01
CHECK NO CHK DATE

1100
TYPE VENDOR NAME CASH (DUE TO/DUE FROM)
VOUCHER

INVOICE

INV DATE PO

WARRANT

NET

08/28/2020	PRTD	544 SIERRA DESIGNS, INC	1 20-026	08/23/2020	2727	3,071.25
08/28/2020	PRTD	633 CHARTER COMMUNICATIO	0039785081820	08/18/2020	2727	3,071.25
08/28/2020	PRTD	750 LAMPE CHRYSLER DODGE	6113249/1	08/17/2020	2727	68.17
08/28/2020	PRTD	1232 TODD COMPANIES INC.	001	08/07/2020	2727	68.17
08/28/2020	PRTD	1498 FRAUSTO, LUIS	082420	08/24/2020	2727	59.99
08/28/2020	PRTD	1555 METLIFE	081420	08/14/2020	2727	59.99
08/28/2020	PRTD	1559 ASI ADMINISTRATIVE S	082520	08/25/2020	2727	60,797.15
08/28/2020	PRTD	1615 DIAZ, BRANDAN MICHAEL	062020	08/20/2020	2727	60,797.15
08/28/2020	PRTD	1770 DATA TICKET INC	115776	08/20/2020	2727	122.00
08/28/2020	PRTD	2165 HIGHTOWER, LINDA A	37352	07/30/2020	2727	122.00
					CHECK	133051 TOTAL:
					CHECK	133052 TOTAL:
					CHECK	133053 TOTAL:
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08/28/2020 13:25
6175maime

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
CHECK NO CHK DATE

TYPE 1100
VENDOR NAME CASH (DUE TO/DUE FROM)
VOUCHER

INVOICE

INV DATE PO WARRANT

P 2
apcsdshsb
NET

08/28/2020 PRTD 3602 BILL WALL'S DIRECT A

16286

08/21/2020 2727

120.00

CHECK 133057 TOTAL:

120.00

08/28/2020 PRTD 4399 BLAIS & ASSOCIATES

072020FAR01

08/16/2020 2727

675.12

072020FAR04

08/16/2020 2727

3,564.03

072020FAR05

08/16/2020 2727

265.79

072020FAR06

08/16/2020 2727

550.20

072020FAR07

08/16/2020 2727

807.50

072020FAR08

08/16/2020 2727

1,187.50

072020FAR09

08/16/2020 2727

505.27

072020FAR10

08/16/2020 2727

3,491.25

072020FAR11

08/16/2020 2727

403.75

08/28/2020 PRTD 14651 FGL ENVIRONMENTAL

045498A

07/30/2020 2727

84.00

045340A

07/30/2020 2727

84.00

045130A

07/23/2020 2727

84.00

045341A

07/30/2020 2727

62.00

045010A

07/20/2020 2727

270.00

CHECK 133059 TOTAL:

584.00

08/28/2020 PRTD 16603 GROSS & STEVENS INC

115698

08/19/2020 2727

524.78

CHECK 133060 TOTAL:

524.78

08/28/2020 PRTD 34634 PITNEY BOWES-PURCHAS

081620

08/16/2020 2727

457.14

CHECK 133061 TOTAL:

457.14

11,450.41

08/28/2020 13:25
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
CHECK NO CHK DATE

1100
TYPE VENDOR NAME CASH (DUE TO/DUE FROM)
VOUCHER

INVOICE

INV DATE PO WARRANT

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apcshdab 3

08/28/2020 PRID 48030 TULARE COUNTY GENERA

021011

08/04/2020

2727

CHECK 133062 TOTAL:

182.75
182.75

NUMBER OF CHECKS 16

*** CASH ACCOUNT TOTAL ***

83,705.90

TOTAL PRINTED CHECKS

COUNT AMOUNT
16 83,705.90

*** GRAND TOTAL ***

83,705.90

08/28/2020 13:19
6175name

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

COPY

P 1
apinvent

CLERK: 6175name BATCH: 2727

NEW INVOICES

VENDOR REMIT NAME DOCUMENT INVOICE PO VOUCHER WARRANT NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE ERR

APPROVED UNPAID INVOICES TO BE POSTED

544	00000	SIERRA DESIGNS,	37537	1 20-026	2727	3,071.25	.00	.00	
CASH 01	2021/02	INV 08/23/2020	SEP-CHK: N	DISC: .00					
ACCT 1100	DEPT	DUE 08/28/2020	DESC:LANDSCAPE ARCHITECTUAL SERVICES		01414 5205		3,071.25	1099:	
633	00000	CHARTER COMMUNIC	37555	0039785081820	2727	68.17	.00	.00	
CASH 01	2021/02	INV 08/18/2020	SEP-CHK: N	DISC: .00					
ACCT 1100	DEPT	DUE 08/28/2020	DESC:SPECTRUM BUSINESS TV		39425 5211		68.17	1099:	
750	00000	LAMPE CHRYSLER D	37530	6113249/1	2727	59.99	.00	.00	
CASH 01	2021/02	INV 08/17/2020	SEP-CHK: N	DISC: .00					
ACCT 1100	DEPT	DUE 08/28/2020	DESC:REP SERVICE		01411 5204		59.99	1099:	
1232	00000	TODD COMPANIES I	37533	001	2727	60,797.15	.00	.00	
CASH 01	2021/02	INV 08/07/2020	SEP-CHK: N	DISC: .00					
ACCT 1100	DEPT	DUE 08/28/2020	DESC:XWALK-FREEDOM DR CROSSWALK		22425 5516 XWALK		63,997.00	1099:	
1498	00000	FRAUSTO, LUIS	37528	082420	2727	122.00	.00	.00	
CASH 01	2021/02	INV 08/24/2020	SEP-CHK: N	DISC: .00					
ACCT 1100	DEPT	DUE 08/28/2020	DESC:TASER TRAINING		01411 5208		122.00	1099:	
1555	00000	METLIFE	37535	081420	2727	3,914.74	.00	.00	
CASH 01	2021/02	INV 08/14/2020	SEP-CHK: N	DISC: .00					
ACCT 1100	DEPT	DUE 08/28/2020	DESC:09/01/20-09/30/20		01 2233		3,914.74	1099:	
1559	00000	ASI ADMINISTRATI	37534	082520	2727	1,121.52	.00	.00	
CASH 01	2021/02	INV 08/25/2020	SEP-CHK: Y	DISC: .00					
ACCT 1100	DEPT	DUE 08/28/2020	DESC:MEDICAL CHECK RUN		01 2233		1,121.52	1099:	
1615	00000	DIAZ, BRANDAN MI	37532	062020	2727	952.00	.00	.00	
CASH 01	2021/02	INV 08/20/2020	SEP-CHK: N	DISC: .00					
ACCT 1100	DEPT	DUE 08/28/2020	DESC:EDUCATIONAL REIMBURSEMENT		01420 5208		952.00	1099:	

08/28/2020 13:19 | CITY OF FARMERSVILLE
6175name | INVOICE ENTRY PROOF LIST

CLERK: 6175name BATCH: 2727

NEW INVOICES

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VENDOR REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
1770	00000 DATA TICKET INC	37553 115776				2727	200.00	.00	.00		
CASH 01	2021/02	INV 08/20/2020	SEP-CHK: N	DISC: .00							
ACCT 1100	DEPT	DUE 08/28/2020	DESC: PROFESSIONAL SERVICE				01411 5205			200.00	1099:
2165	00000 HIGHTOWER, LINDA	37554 37352				2727	80.00	.00	.00		W9rcd
CASH 01	2021/02	INV 07/30/2020	SEP-CHK: N	DISC: .00							
ACCT 1100	DEPT	DUE 08/28/2020	DESC: DEPOSIT REFUND				02 1120			80.00	1099:
3602	00000 BILL WALL'S DIRE	37536 16286				2727	120.00	.00	.00		
CASH 01	2021/02	INV 08/21/2020	SEP-CHK: N	DISC: .00							
ACCT 1100	DEPT	DUE 08/28/2020	DESC: CONSULTING				01406 5205			120.00	1099:0
4399	00001 BLAIS & ASSOCIAT	37543 072020FAR01				2727	675.12	.00	.00		
CASH 01	2021/02	INV 08/16/2020	SEP-CHK: N	DISC: .00							
ACCT 1100	DEPT	DUE 08/28/2020	DESC: GRANT CONSULTING				01414 5205			675.12	1099:
4399	00001 BLAIS & ASSOCIAT	37544 072020FAR04				2727	3,564.03	.00	.00		
CASH 01	2021/02	INV 08/16/2020	SEP-CHK: N	DISC: .00							
ACCT 1100	DEPT	DUE 08/28/2020	DESC: GRANT CONSULTING				01414 5205			3,564.03	1099:
4399	00001 BLAIS & ASSOCIAT	37545 072020FAR05				2727	265.79	.00	.00		
CASH 01	2021/02	INV 08/16/2020	SEP-CHK: N	DISC: .00							
ACCT 1100	DEPT	DUE 08/28/2020	DESC: SB2DT-GRANT CONSULTING				12400 5205 SB2DT			265.79	1099:
4399	00001 BLAIS & ASSOCIAT	37546 072020FAR06				2727	550.20	.00	.00		
CASH 01	2021/02	INV 08/16/2020	SEP-CHK: N	DISC: .00							
ACCT 1100	DEPT	DUE 08/28/2020	DESC: EWLINT-GRANT CONSULTING				26425 5516 EWLINT			550.20	1099:
4399	00001 BLAIS & ASSOCIAT	37547 072020FAR07				2727	807.50	.00	.00		
CASH 01	2021/02	INV 08/16/2020	SEP-CHK: N	DISC: .00							
ACCT 1100	DEPT	DUE 08/28/2020	DESC: CCNT-GRANT CONSULTING				31425 5516 CCNR			807.50	1099:

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF 1.7.1ST

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NET AMOUNT	EXCEEDS PO BY	PO BALANCE CUR/MTD	PO BALANCE YTD
1000000	1000000	1000000	1000000

[illegible]

08/28/2020 13:19 CITY OF FARMERSVILLE
6175name INVOICE ENTRY PROOF LIST

CLERK: 6175name BATCH: 2727

NEW INVOICES

VENDOR REMIT NAME DOCUMENT INVOICE PO

VOUCHER WARRANT

NET AMOUNT

EXCEEDS PO BY

PO BALANCE CHK/WIRE ERR

14651 00000 FGL ENVIRONMENTA 37542 045010A 2727 270.00 .00 .00 270.00 1099:

CASH 01 2021/02 INV 07/20/2020 SEP-CHK: N DISC: .00 04425 5205 270.00 1099:
ACCT 1100 DEPT DUE 08/28/2020 DESC: INORGANIC ANALYSIS

16603 00000 GROSS & STEVENS 37529 115698 2727 524.78 .00 .00 524.78 1099:

CASH 01 2021/02 INV 08/19/2020 SEP-CHK: N DISC: .00 01411 5204 524.78 1099:
ACCT 1100 DEPT DUE 08/28/2020 DESC: REP SERVICE

34634 00001 PITNEY BOWES-PUR 37552 081620 2727 457.14 .00 .00 457.14 1099:

CASH 01 2021/02 INV 08/16/2020 SEP-CHK: N DISC: .00 01406 5205 457.14 1099:
ACCT 1100 DEPT DUE 08/28/2020 DESC: POSTAGE

48030 00000 TULARE COUNTY GE 37531 021011 2727 182.75 .00 .00 182.75 1099:

CASH 01 2021/02 INV 08/04/2020 SEP-CHK: N DISC: .00 01411 5205 182.75 1099:
ACCT 1100 DEPT DUE 08/28/2020 DESC: PROFESSIONAL SERVICE

28 APPROVED UNPAID INVOICES TOTAL 83,705.90

28 INVOICE(S) REPORT POST TOTAL 83,705.90

08/05/2020 16:32
6175bash
WARRANT: 080720

CITY OF FARMERSVILLE
ADVICE REGISTER - BI WEEKLY
From: 07/22/2020 To: 08/04/2020

P 1
pradvreg

EMP #	NAME	CHK #	NET PAY
7	ALVAREZ, MARIA		1,145.67
3	AMEZCUA, MANUEL		1,013.19
18	ASHOORI, BETINA		1,816.13
23	BAKER, JUSTIN M		1,840.95
11	BROCK, JAY W		3,657.95
6	BROGAN, JEREME I		2,177.09
104	CALVILLO, JUSTIN R		1,321.73
98	CARRILLO-CORTEZ, EDUARDO		1,532.46
112	CORONA, DIEGO B		1,300.76
109	DIAZ, BRENDAN M		1,134.80
25	DOWLEN, JEFFREY G		2,206.75
26	EVRETT, TROY		2,335.79
39	FARIAS, RUBEN		1,435.44
75	FRAUSTO-VICENCIO, LUIS A		1,949.48
113	GARCIA-GUIZAR, DIOCELINA		1,188.45
82	GIOVANI, ROCHELLE M		1,122.94
111	GOMAR BARRERA, GUILLERMO PAUL		1,343.71
86	GOMEZ, JENNIFER M		2,879.59
77	GOMEZ, JUAN M		1,599.33
38	GORDON, MICHAEL		1,415.13
31	GUINN, KENNETH		1,868.48
30	HARO, ERIKA		1,703.79
55	HUNTLEY, STEVEN E		3,818.55
110	JONES, KRISelda		1,420.32
42	KRSTIC, MARIO		3,996.36
97	MANZANO, PAULINO R		1,568.14
19	MCBRIDE, JESSE A		1,788.75
102	MOORE, THERESA J		1,299.00
81	PACHECO, FRANCISCO		1,441.85
105	PALOMINO PENA, JOSE HILARIO		1,496.58
108	PARISH, BRANNON E		1,635.79
80	SAFONG, BRANDON		1,995.00
169	VASQUEZ, RAFAEL		2,587.10
Total Deposits: 33			61,037.05

** END OF REPORT - Generated by Betina Ashoori **

08/19/2020 14:33
6175bash
WARRANT: 082120

CITY OF FARMERSVILLE
ADVICE REGISTER - BI WEEKLY
From: 08/05/2020 To: 08/18/2020

P
pradvreg 1

EMP #	NAME	CHK #	NET PAY
7	ALVAREZ, MARIA		1,098.83
3	AMEZCUA, MANUEL		990.46
18	ASHOORI, BETINA		1,816.11
23	BAKER, JUSTIN M		1,339.04
11	BROCK, JAY W		3,657.96
6	BROGAN, JEREME I		2,149.43
104	CALVILLO, JUSTIN R		1,288.35
98	CARRILLO-CORTEZ, EDUARDO		1,546.59
112	CORONA, DIEGO B		1,300.76
109	DIAZ, BRENDAN M		1,328.25
25	DOWLEN, JEFFREY G		2,023.12
26	EVRETT, TROY		2,295.38
39	FARIAS, RUBEN		1,777.68
75	FRAUSTO-VICENCIO, LUIS A		1,891.77
113	GARCIA-GUIZAR, DIOCELINA		1,188.44
82	GIOVANI, ROCHELLE M		1,122.93
111	GOMAR BARBERA, GUILLERMO PAUL		1,124.64
86	GOMEZ, JENNIFER M		2,964.10
77	GOMEZ, JUAN M		1,576.52
38	GORDON, MICHAEL		1,719.76
31	GUINN, KENNETH		1,868.49
30	HARO, ERIKA		1,681.11
55	HUNTLEY, STEVEN E		3,818.54
110	JONES, KRISSELDA		1,348.65
42	KRSTIC, MARIO		3,918.11
97	MANZANO, PAULINO R		1,444.69
19	MCBRIDE, JESSE A		2,047.43
102	MOORE, THERESA J		1,293.36
81	PACHECO, FRANCISCO		1,416.68
105	PALOMINO, PENIA, JOSE HILARIO		1,467.50
108	PARISH, BRANNON E		1,903.04
80	SAERONG, BRANDON		1,943.00
169	VASQUEZ, RAFAEL		2,166.17
Total Deposits: 33			60,516.89

** END OF REPORT - Generated by Betina Ashoori **

COPY

8/11/20

08/07/2020 13:03

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
CHECK NO CHK DATE

TYPE 1100
VENDOR NAME CASH (DUE TO/DUE FROM)

VOUCHER INVOICE

INV DATE PO

WARRANT

P 1
apcsdshsb

08/07/2020 PRTD 181 CAMPOS, SALVADOR

SIN002355

06/30/2020

PY2720

460.00

08/07/2020 PRTD 750 LAMPE CHRYSLER DODGE

6109838/1

06/18/2020

PY2720

81.31

6109856/1

06/18/2020

PY2720

59.99

08/07/2020 PRTD 1466 GUARDIANEMS

6420

06/05/2020

PY2720

180.31

08/07/2020 PRTD 1724 HIGHLAND PRODUCTS GR

310003852

06/28/2020

PY2720

624.00

08/07/2020 PRTD 1748 CLARK BROS INC

22

06/30/2020

PY2720

826,024.72

08/07/2020 PRTD 2162 PACE PAYMENTS SYSTEM

PACE104105052020

04/30/2020

PY2720

499.98

08/07/2020 PRTD 52000 VISALIA TIMES DELTA/

0003383199

06/30/2020

PY2720

1,208.59

NUMBER OF CHECKS 7

*** CASH ACCOUNT TOTAL ***

829,198.89

TOTAL PRINTED CHECKS

COUNT AMOUNT
7 829,198.89

*** GRAND TOTAL ***

829,198.89

08/07/2020 12:55 | CITY OF FARMERSVILLE
6175name | INVOICE ENTRY PROOF LIST

COPY

P 1
| apinvent

CLERK: 6175name BATCH: 2720

NEW INVOICES

VENDOR REMIT NAME DOCUMENT
INVOICE PO

VOUCHER WARRANT

NET AMOUNT EXCEEDS PO BY

PO BALANCE CHK/WIRE ERR

APPROVED UNPAID INVOICES TO BE POSTED

181	00000	CAMPOS, SALVADOR	37395	SIN002355	PY2720	460.00	.00	.00	460.00	1099:
CASH 01	2021/02	INV 06/30/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/07/2020	DESC:ECONOMIC DEVELOPMENT			01406 5205				
750	00000	LAMPE CHRYSLER D	37401	6109838/1	PY2720	81.31	.00	.00	81.31	1099:
CASH 01	2021/02	INV 06/18/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/07/2020	DESC:REP SERVICE			01411 5204				
750	00000	LAMPE CHRYSLER D	37402	6109856/1	PY2720	59.99	.00	.00	59.99	1099:
CASH 01	2021/02	INV 06/18/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/07/2020	DESC:REP SERVICE			01411 5204				
750	00000	LAMPE CHRYSLER D	37403	6108603/1	PY2720	59.99	.00	.00	59.99	1099:
CASH 01	2021/02	INV 05/26/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/07/2020	DESC:REP SERVICE			01411 5204				
1466	00000	GUARDIANEMS	37397	6420	PY2720	180.31	.00	.00	180.31	1099:
CASH 01	2021/02	INV 06/05/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/07/2020	DESC:OPER SUPPLIES			01420 5202				
1724	00000	HIGHLAND PRODUCT	37398	310003852	PY2720	624.00	.00	.00	624.00	1099:
CASH 01	2021/02	INV 06/28/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/07/2020	DESC:RECYC-32-GAL COVERED TOP METAL TRASH RECEPTACLE			06425 5205 RECYC				
1748	00000	CLARK BROS INC	37396	22	PY2720	826,024.72	.00	.00	826,024.72	1099:
CASH 01	2021/02	INV 06/30/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/07/2020	DESC:WWTP-EXPANSION & UPGRADE			04425 5516 WWTP				
2162	00000	PACE PAYMENTS SY	37399	PACE104105052020	PY2720	499.98	.00	.00	499.98	1099:
CASH 01	2021/02	INV 04/30/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/07/2020	DESC:PACE EQUIPMENT			01414 5205				

08/07/2020 12:55
6175name

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

CLERK: 6175name

BATCH: 2720

DOCUMENT

VENDOR REMIT NAME

INVOICE

PO

VOUCHER WARRANT

NEW INVOICES

NET AMOUNT

EXCEEDS PO BY

PO BALANCE CHK/WIRE

ERR

52000 00001 VISALIA TIMES DE 37400

0003383199

PY2720

1,208.59

.00

.00

CASH 01
ACCT 1100

2021/02
DEPT

INV 06/30/2020
DUE 08/07/2020

SEP-CHK: N
DESC:NOTICE

DISC: .00

01414 5205

1,208.59

1099:

9 APPROVED UNPAID INVOICES

TOTAL

829,198.89

9 INVOICE(S)

REPORT POST TOTAL

829,198.89

08/28/2020 19:09
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

COPY

P 1
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CASH ACCOUNT: 01
CHECK NO CHK DATE

1100
TYPE VENDOR NAME CASH (DUE TO/DUE FROM)
VOUCHER INVOICE

INV DATE PO WARRANT

NET

08/28/2020 PRTD 820 KAWAHA PUMP, INC

34002

06/30/2020

PY2726

702.54

08/28/2020 PRTD

952 HI-TECH EMERGENCY V

167639

06/10/2020

PY2726

5,957.71

08/28/2020 PRTD

1232 TODD COMPANIES INC.

1

06/30/2020

PY2726

82,125.50

08/28/2020 PRTD

1292 GOOD YEAR

172-1045542

04/27/2020

PY2726

1,631.57

08/28/2020 PRTD

1338 TULARE COUNTY SOLID

012120

01/21/2020

PY2726

18.00

08/28/2020 PRTD

1481 HINDERLITER DELLAMAS

SIN002355

06/30/2020

PY2726

460.00

08/28/2020 PRTD

1702 CAL BENNETTS

20560-0

06/23/2020

PY2726

436.39

08/28/2020 PRTD

1761 AUTOTECH SERVICE CEN

1100650

12/06/2019

PY2726

59.75

1100657

12/19/2019

PY2726

41.75

1100655

12/06/2019

PY2726

41.75

1100766

12/19/2019

PY2726

41.75

1100764

12/19/2019

PY2726

69.11

08/28/2020 PRTD

3602 BILL WALL'S DIRECT A

16253

06/12/2020

PY2726

240.00

CHECK 133070 TOTAL:

254.11

CHECK 133069 TOTAL:

436.39

CHECK 133068 TOTAL:

460.00

CHECK 133067 TOTAL:

18.00

CHECK 133066 TOTAL:

1,631.57

CHECK 133065 TOTAL:

82,125.50

CHECK 133064 TOTAL:

5,957.71

CHECK 133063 TOTAL:

702.54

08/28/2020 19:09
6175name

CITY OF FARMERSVILLE
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01
CHECK NO CHK DATE

TYPE 1100
VENDOR NAME CASH (DUE TO/DUE FROM)

VOUCHER INVOICE

INV DATE PO WARRANT

NET

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apcsnhsb 2

08/28/2020 PRTD	6085 CASCADE FIRE EQUIPME	106572	04/14/2020	PY2726	179.55
CHECK 133071 TOTAL:					240.00

08/28/2020 PRTD	14651 FGL ENVIRONMENTAL	044093A	06/17/2020	PY2726	33.00
		044052A	06/17/2020	PY2726	33.00
CHECK 133072 TOTAL:					179.55
CHECK 133073 TOTAL:					66.00

08/28/2020 PRTD	40500 SJVAPCD	S151564-2	05/16/2020	PY2726	300.00
CHECK 133074 TOTAL:					300.00

NUMBER OF CHECKS	12	*** CASH ACCOUNT TOTAL ***	92,371.37
TOTAL PRINTED CHECKS	COUNT 12	AMOUNT	92,371.37

*** GRAND TOTAL ***

92,371.37

08/28/2020 19:04
6175mame

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6175mame

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF T1ST

P. 1
apinvent

CLERK: 6175mame BATCH: 2726

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE
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PO

VOUCHER WARRANT

NET AMOUNT

EXCEEDS PO BY

PO	BALANCE	CHK/WIRE	ERR
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APPROVED UNPAID INVOICES TO BE POSTED

820	00000	KAMEAH PUMP, INC	37523	PY2726
			34002	

CASH 01	2021/02	INV 06/30/2020	SEP-CHK: N	DISC: .00	01425 5205	702.54	1099.
ACCT 1100	DEPT	DUE 08/28/2020	DESC:PROFESSIONAL SERVICE				

952	00000	HI-TECH EMERGENC	37525	167639	PR2726	5,957.71	.00	.00
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CASH 01 2021/02 SEP-CHK: N DTSC: .00 01420 5204
ACCT 1100 DEPT INV 06/10/2020 DUE 08/28/2020 DESC:REP SERVICE 5,957.71 1099.

1232	00000 TODD COMPANIES I	PY2726	82,125.50	.00	-00
	1				

CASH 01	2021/02	INV 06/30/2020	SEP-CHK: N	DISC: .00	26425	5516	EWLINT	86,447.90	1099:
ACCT 1100	DEPT	DUE 08/28/2020	DESC: EWLINT-E.	WALNUT IMPROVEMENT	26	2245	EWLINT	-4,322.40	1099:
292	00000	GOOD YEARS							

12222	GOOD	1,631.57	.00
00000	FEAR		.00
37521			
172-1045542			
	PY2726		

CASH 01	2021/02	INV 04/27/2020	SEP-CHK: N	DISC: .00		
ACCT 1100	DEPT	DUE 08/28/2020	DESC: OPER SUPPLIES		01411 5204	1,631.57 1099.

1338	00000 TULARE COUNTY SO	37519	PY2726	18.00	.00	18.00
	012120					

CASH 01	2021/02	INV 01/21/2020	SEP-CHK: N	DISC: .00	06425 5204	18.00	1099.
ACCT 1100	DEPT	DUE 08/28/2020	DESC:PROFESSIONAL SERVICE				

1481	00000 HINDERLITER DELI	37527	PY2726	460.00	.00	00	770-2-3
	SIN002355						

CASH 01	2021/02	INV 06/30/2020	SEP-CHK: N	DISC: .00	01406 5205	460.00	1099.
ACCT 1100	DEPT	DUE 08/28/2020	DESC:PROFESSIONAL SERVICE				

1702	00000 CAL BENNETTS	37520	PY2726	436.39	.00	.00	1702
		20560-0					

CASH 01	2021/02	INV 06/23/2020	SEP-CHK: N	DISC: .00	02425 5504	145.46	10399
ACCT 1100	DEPT	DUE 08/28/2020	DESC:OFFICE		04425 5504	145.46	10399
					103404 5504	145.46	10399

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

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apinvent 2

NEW INVOICES

VOUCHER WARRANT

W9rCd

W9rccd

W9TCD

1

W9TCD

1099.
538

W9Tcd

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2
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240 00 1000

08/28/2020 19:04

CITY OF FARMERSVILLE
INVOICE ENTRY PROOF LIST

P
apinvent 3

CLERK: 6175name

BATCH: 2726

DOCUMENT

NEW INVOICES

VENDOR REMIT NAME

INVOICE

PO

VOUCHER WARRANT

NET AMOUNT

EXCEEDS PO BY

PO BALANCE CHK/WIRE ERR

6085	00000	CASCADE FIRE EQU	37524	106572	PY2726	179.55	.00	.00	179.55	1099:
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CASH 01	2021/02	INV 04/14/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/28/2020	DESC:OPER SUPPLIES			01420	5202			

14651	00000	FGL ENVIRONMENTA	37556	044093A	PY2726	33.00	.00	.00	179.55	1099:
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CASH 01	2021/02	INV 06/17/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/28/2020	DESC:BACTI ANALYSIS			02425	5205			

14651	00000	FGL ENVIRONMENTA	37557	044052A	PY2726	33.00	.00	.00	33.00	1099:
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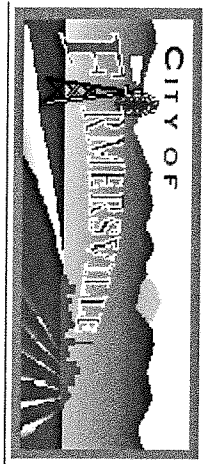
CASH 01	2021/02	INV 06/17/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/28/2020	DESC:BACTI ANALYSIS			02425	5205			

40500	00001	SVAPCD	37512	S151564-2	PY2726	300.00	.00	.00	33.00	1099:
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CASH 01	2021/02	INV 05/16/2020	SEP-CHK: N	DISC: .00						
ACCT 1100	DEPT	DUE 08/28/2020	DESC:19/20 ANNUAL AIR TOXIC ASSESSMENT			02425	5205			

17	APPROVED UNPAID INVOICES									
TOTAL						92,371.37				

17	INVOICE(S)									
REPORT POST TOTAL						92,371.37				



CITY OF FARMERSVILLE PORTFOLIO SUMMARY

Treasurer's Report for August 2020

Monthly Transaction Report as prescribed by Government Code Section 53607 & 53646(b)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	Est. Yield
Local Agency Investment Funds (LAIF)	4,288,883	4,291,448	4,288,883	32.07%	1	1	0.72%
CSJVRMA Pool (Chandler Asset Management)	2,569,819	2,683,498	2,683,498	20.07%	1	1	4.45%
Money Market (Time Value Investments)	1,708	1,708	1,708	0.01%	0	0	0.01%
Money Market (Citizens Business Bank)	692,299	692,299	692,299	5.18%	1	1	0.20%
Certificates of Deposit	2,725,000	2,834,147	2,834,147	21.19%	1727	1024	1.81%
Federal Agency Securities	0	0	0	0.00%	0	0	0.00%
Cash	2,872,289	2,872,289	2,872,289	21.48%	1	1	0.20%
	13,149,998	13,375,389	13,372,824	100%			

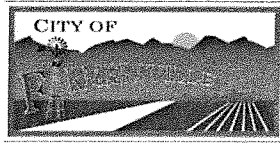
This monthly report accurately reflects all the City pooled investments. It is in conformity with the City's investment policy as amended.

The City has sufficient cash flow to meet six months expenditures.

Citizens Business Bank, Time Value Investments, Chandler Investment Management, and LAIF statements are the source for market values.

Steve Huntley, Treasurer

9/10/2020
Date



City Council

Staff Report 7C

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: September 14, 2020

SUBJECT: Contract for Landscape Maintenance Services with Westscapes in the amount of \$27,300 annually

RECOMMENDED ACTION:

Recommend that the City Council award the contract for Landscape Maintenance Services to Westscapes in the amount of \$27,300 annually.

BACKGROUND and DISCUSSION:

In an effort to redirect and prioritize City staff to other projects, the City Manager engaged in a Request for Proposals for Landscape Maintenance Services. The following are the primary requirements of the scope of services for this contract:

1. **Standards.** Contractor must perform services in a manner commensurate with the highest quality professional standards of the landscape maintenance profession, using qualified and experienced personnel and high-quality equipment and materials. The specifications and standards must be met by Contractor at all times regardless of Contractor's employees' absence or established staffing pattern and levels.
2. **Working Day.** The contractor's activities must be confined to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays, during the daylight savings time and 7:00 a.m. and 5:00 p.m. otherwise. Deviation from these hours will not be permitted without the prior consent of the City, except in emergencies involving immediate hazard to persons or property. No normal and routine maintenance operations that cause excessive noise shall be performed before 7:00 a.m.
3. **Company Identification.** All employees must wear uniforms or other identifying clothing, to make clear to all observers that they are employed by the contractor. All vehicles (trucks, etc.) used in the course of fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as

being owned by the contractor.

4. **Professional Conduct.** Contractor and contractor's employees must conduct themselves professionally at all times in public and when dealing with City staff and/or Farmersville residents. This will include but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and contractor's employees will also afford residents the utmost courtesy and respect at all times.
5. **Resident Concerns.** Contractor must make every attempt to satisfactorily address concerns and issues presented by residents of the district. As soon as the contractor is aware of a resident concern either directly or indirectly, the contractor shall immediately inform the Director of Public Works of the concern (including the resident's name and phone number if possible), and what action was taken or will be taken by the contractor to address the concern.
6. **Mowing.** All turf areas covered by this contract shall be mowed on a weekly basis and shall be maintained in a manner that does not allow for greater than 10% weeds growth. The turf shall be mowed to height that is commensurate with season but at no time allow the turf to be greater than 3" in height.
7. **Irrigation.** Irrigation systems must be maintained, repaired and adjusted to prevent wetting of adjacent streets and water waste during the irrigation cycle. All watering times shall be in accordance with the City of Farmersville's Water Conservation Ordinance. Contractor shall maintain, repair or replace damaged sprinklers, nozzles, risers, piping, valves and any equipment so damaged by the contractor.
8. **Landscaping.** Contractor shall maintain all landscaping in a pleasant and attractive condition. Landscape turf, soil, shrubs or trees that are damaged or contaminated by the Contractor which results in the death of the turf, shrub or tree or causes an untreatable disease as a result of the damage or contamination, shall be replaced by the Contractor.
9. **Chemicals.** The City reserves the right to reject any chemicals Contractor and/or their subcontractors propose to use, prior to or during actual use. Material Safety Data Sheets (M.S.D.S.) shall be provided to City prior to award of contract. Materials shall be non-staining, non-corrosive, and shall not leave a flammable residue.
10. **Fertilizer.** Fertilize primary areas of turf and landscape (shrubs, groundcover and trees) areas at least three (3) times per year with ½ lb. Nitrogen per one thousand (1,000) square feet or as acceptable to maintain the landscape areas in a weed free and healthy condition. Organic fertilizer shall be used during spring, summer and fall. Inorganic fertilizer shall be used in winter. Application of fertilizer shall be performed in accordance with the manufacturer's recommendations.
11. **Contractor** must submit a schedule and copies of the product's MSDS sheets to the Director of Public Works which identifies areas to be fertilized. This schedule must be submitted at least ten (10) working days prior to the proposed date of work. The

Director of Public Works will confirm the schedule with the Contractor at least one (1) week in advance of the scheduled work. Receipts for the Contractor's purchase of the approved fertilizer will be required and must be submitted to the project manager with monthly invoice.

12. **Clean-up.** All areas covered by the contract must, on a weekly basis, be kept free of debris generated by, but not limited to, leaves, grass clippings, pruning, weeding, trimming and other operations of the contractor, as well as bottles, cans, trash and paper and other yard waste. All sidewalks shall be blown free of landscape debris at the end of each visit with trash being removed from the area first. All leaves shall be removed from beds during all visits for a crisp clean look. Expansion joints, cracks, and curb lines shall remain weed free. Debris as described above, along with trash removed from areas covered by this agreement, may be disposed of at the City of Farmersville's Corporation Yard, at no cost to the Contractor.
13. **Emergency Response.** Contractor must be able to respond immediately to emergencies. Emergencies are generally construed as those events that in the opinion of City staff constitute an immediate danger or hazard to property or persons, or that significantly violate water conservation requirements. If the emergency condition is identified and the contractor is notified (either through discovery or by contact from City personnel) during normal work hours, the contractor must respond to the emergency within two hours unless otherwise specified. If discovery or notification occurs after normal working hours, the contractor must respond by 10 am on the following working day.

Proposals were received from two businesses: Westscapes and Valley Green. City staff evaluated the proposals and considered the qualifications of the firm and their personnel, their understanding of the scope of work and proposed work plan, and the reasonableness of the total price. Based on the final scores, staff is recommending the contract be awarded to Westscapes.

FISCAL IMPACT:

The City will now have cost savings in the Maintenance District fund and will no longer operate in the negative. The account will be able to build up to address any future improvements or repairs in the landscape and lighting districts. Most of the salaries and benefits that were being charged to this account will shift to the General Fund, Enterprise Fund, and Gas Tax fund. Staff time will be redirected to other tasks and projects, such as parks.

ATTACHMENT(S):

Agreement with Westscapes

AGREEMENT
[RFP #20-04]

I. INTRODUCTION

THIS AGREEMENT, (the “Agreement”) is entered into as of September 14, 2020, between the CITY OF FARMERSVILLE, referred to as “CITY,” and WESTSCAPES, INC. referred to as “CONTRACTOR,” collectively referred to as the “Parties,” with reference to the following:

II. RECITALS

WHEREAS, CITY issued a RFP #20-04, Request for Proposals for Landscape Services on June 17, 2020 (the “RFP”); and

WHEREAS, the RFP generally requested proposals for full landscaping services for landscape maintenance districts in the City of Farmersville, aggregated at approximately 60,000 Sq Ft of landscaping; and

WHEREAS, CONTRACTOR responded to the RFP with a proposal (the “Proposal”) on July 31, 2020; and

WHEREAS, CITY has selected CONTRACTOR’s Proposal and the Parties now wish to enter into this Agreement.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **INCORPORATION OF RFP.** It is intended that this Agreement shall incorporate all terms and requirements of the RFP, including CONTRACTOR’s Proposal. In the event of inconsistencies, the terms and requirements of the RFP shall control.
2. **TERM:** Pursuant to the RFP, this Agreement period shall be for a two-year base period, with three single-year options to extend the Agreement for a total period of performance of up to five years. Accordingly, this Agreement shall become effective as of October 1, 2020 and shall expire at 11:59 PM on September 30, 2022 unless otherwise terminated or extended as provided in this Agreement. The option term may be exercised by the City, at its sole discretion, with prior written notice to the CONTRACTOR.

3. **SCOPE OF SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**.

4. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B**.

(a) All prices shall be fixed for a twelve-month period. Initial bid price may be adjusted at time of Agreement renewal or upon mutual agreement of the parties to the Agreement to allow for price increases or decreases for labor and benefit rates, supplies, and materials.

5. **APPLICATOR CERTIFICATE.** CONTRACTOR shall have and maintain a Qualified Applicator Certificate in category B (QAC-B).

6. **BUSINESS LICENSE.** CONTRACTOR shall have and maintain a City business license at all times during the service of this Agreement.

7. **PRIOR INSPECTION.** CONTRACTOR warrants that he has visited each landscape district and made himself aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the RFP.

8. **LIABILITY FOR DAMAGE TO CITY PROPERTY.** The CONTRACTOR shall be liable for all damage done to any structure arising through is operations. He shall take care of and maintain all retaining walls, sewer manholes or cleanouts, water service, irrigation backflow preventers, drains and culverts encountered in the performance of the work. CONTRACTOR shall repair all damage done to any of the said structures through his acts or neglect and shall keep them in repair during the life of the contract. He shall in all cases leave them in as good condition as they were prior to the commencement of the work.

IV. GENERAL TERMS

9. INDEPENDENT CONTRACTOR STATUS:

(a) For purposes of this paragraph, the term "Contractor" includes Contractor, their agents, assigns, employees, and subcontractors. In performing the services called for pursuant to this Agreement, Contractor, on behalf of themselves and all their agents, assigns, employees, and/or subcontractors, acknowledges and affirms that they intend to operate as an independent contractor to the City, and not as an employee of the City. Specifically, Contractor acknowledges that they have read and understand California Labor Code section 2750.3, and that they intend to operate as an Independent Contractor and ensure that the application of the factors contained in California Labor Code §2750.3(a)(1)(A thru C) will clearly demonstrate that Contractor would not be determined to be an employee of City. Accordingly, Contractor agrees to indemnify, hold harmless, and tender costs of defense in any instance wherein an agent, assign,

employee, or subcontractor of Contractor files any claim alleging that City was their "employer" or their "hiring entity" for the services contemplated herein. Further, no employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

In particular, CITY will not:

1. Withhold FICA (Social Security) from CONTRACTOR's payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR's behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(b) Notwithstanding this independent contractor relationship, CITY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

10. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR's employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

11. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in the City of Farmersville, California.

12. **RECORDS, AUDIT AND OWNERSHIP OF RECORDS:** CONTRACTOR shall

maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within the City of Farmersville, California to CITY's auditor and to the same's agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

Upon completion of, and full payment by CITY for services performed pursuant to, this Agreement, all final work product such as documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONTRACTOR. With respect to computer files, CONTRACTOR shall make available to CITY, as a service in addition to those set forth herein, at CONTRACTOR's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

13. CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of CITY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any CITY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the CITY designated representative and provide all information needed for resolution of this question.

14. INSURANCE: CONTRACTOR has reviewed and shall comply with the Insurance Requirements of the CITY, as directed by City's Procurement Policy pursuant to CITY's Municipal Code. CONTRACTOR will comply with said requirements as a Low Risk, Category 1 contractor pursuant to the Risk Matrix component of the Procurement Policy

contained in Exhibit C attached hereto. CONTRACTOR shall provide a certificate of insurance to the CITY upon request, naming the City of Farmersville as additional insured.

15. **INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify CITY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including CITY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against CITY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CITY for CONTRACTOR's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

16. **TERMINATION:**

(a) Without Cause: CITY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. CITY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. CITY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement, or
- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to CITY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the CITY, either impair the ability of CONTRACTOR to

competently provide the services under this Agreement, or expose the CITY to an unreasonable risk of liability.

CITY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. CITY will not pay lost anticipated profits or other economic loss, nor will the CITY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to CITY. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the CITY, said termination will not affect any rights of the CITY to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of CITY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

17. **SUBJECT TO FUNDING:** If funding for this Agreement is dependent on any state or federal grant or funds, CITY reserves the right to reduce the level of services to match reduced levels of funding, or at CITY's option, CITY may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

18. **SOFTWARE WARRANTY:** CONTRACTOR warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software will not cause incorrect scheduling or reporting or other improper operations or results.

19. **FORM DE-542:** CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, CITY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address,

the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with CITY to make such information available and to complete Form DE-542. Failure to provide the required information may, at CITY's option, prevent approval of this Agreement, or be grounds for termination by CITY.

20. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CITY:

Jennifer Gomez
City Manager
City of Farmersville
909 W. Visalia Road
Farmersville, California 93223
Phone: 559-747-0458
Fax: 559-747-6724

With A Copy To:

Michael L. Farley, City Attorney
FARLEY LAW FIRM
108 West Center Avenue
Visalia, California 93291
Phone: 559-738-5975
Fax: 559-732-2305

CONTRACTOR:

Erin Bell
Westscapes, Inc.
P.O. Box 1150
Hanford, CA 93230
Phone: 559-583-8066
Fax: 559-582-5017

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

21. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, CITY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR's employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CITY.

22. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties

agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

23. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to affect the purposes of this Agreement.

24. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

25. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

26. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

27. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

28. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

29. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

30. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

31. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF FARMERSVILLE

Date: _____

BY _____
City Manager

ATTEST:

City Clerk

CONTRACTOR

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Date: _____

By _____
TITLE _____

Date: _____

By _____
TITLE _____

Approved as to Form
City Attorney

By _____
Deputy

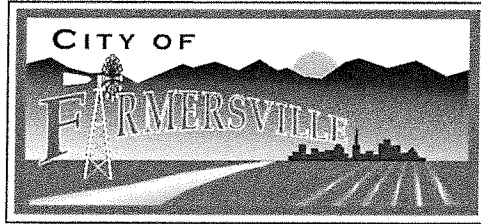
EXHIBIT A

SERVICES TO BE PERFORMED

EXHIBIT B
PAYMENT FOR SERVICES

EXHIBIT C

CITY PROCUREMENT POLICY



City of Farmersville, California

RFP# 20-04

Request for Proposals

for

Landscape Maintenance Services

June 17, 2020

Section 1: Introduction

Purpose

The City of Farmersville ("City") is requesting proposals (RFP) from experienced, well qualified landscape contractors to perform weekly maintenance of the districts as follows:

Landscape Maintenance District	Area	Landscape Type
Sierra Woods I & II	13,095sq ft	Turf, trees
Sierra Woods West I-IV	1,013sq ft	Turf, trees, shrubs
Sierra Woods SW I-IV	17,517sq ft	Turf, trees, shrubs
Walnut Creek	2,575sq ft	Trees, shrubs, ivy
Walnut Wood I-V	25,891sq ft	Turf, trees, ivy

Background

The City of Farmersville is located in Tulare County and covers approximately 2.26 square miles. The City of is situated in the middle of California's agricultural heartland, the great San Joaquin Valley, one of the world's most fertile valleys. The area has scenic beauty, a thriving business community and a population of more than 11,000 who take great pride in the town's heritage, quality housing, good schools, and a very low incidence of crime.

Objectives

The City has the following Landscape and lighting Districts which the homeowners pay an annual assessment for maintenance and upkeep of landscaping amenities for the subdivision in which they live. While the City is responsible for the operation of this enterprise, the on-going maintenance services will be provided by a private landscaping contractor.

This RFP is to solicit proposals from qualified landscaping contractors to continue this service for its residents. Below are the key points for consideration of being that contractor:

- The selected contractor shall have a proven track record of services required.
- The selected contractor shall have sufficient liability insurance.
- The selected contractor shall have a Qualified Applicator Certificate in category B (QAC-B).
- The selected contractor shall maintain a City business license at all times during the service of the contract.
- The contract period shall be for a two-year base period with three single-year options to extend the agreement for a total period of performance of up to five years. The option term may be exercised by the City, at its sole discretion, with prior written notice to the Contractor.
- The contract may be terminated at any time for failure to perform satisfactorily or may be terminated after a 30-day notice to terminate.

- All prices shall be fixed for a twelve-month period. Prices bid by contractor may be adjusted annually at time of contract renewal or upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.
- By submitting a bid for this project, the contractor acknowledges that he has visited each landscape district and made himself aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.
- The contractor shall be liable for all damage done to any structure arising through his operations. He shall take care of and maintain all retaining walls, sewers manholes or cleanouts, water service, irrigation backflow preventers, drains and culverts encountered in the performance of the work. The contractor shall repair all damage done to any of the said structures through his acts or neglect and shall keep them in repair during the life of the contract. He shall in all cases leave them in as good condition as they were prior to the commencement of the work.

Section 2: Scope of Services

Maintenance must include the minimum services described below, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; edging; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise spelled out herein. Landscape Maintenance for the City of Farmersville shall be "priority work" for the selected contractor. Contractor must have sufficient equipment and trained employees to complete the work in accordance with the requirements of this RFP.

The following are the primary requirements of the scope of services for this contract:

1. **Standards.** Contractor must perform services in a manner commensurate with the highest quality professional standards of the landscape maintenance profession, using qualified and experienced personnel and high-quality equipment and materials. The specifications and standards must be met by Contractor at all times regardless of Contractor's employees' absence or established staffing pattern and levels.
2. **Working Day.** The contractor's activities must be confined to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays, during the daylight savings time and 7:00 a.m. and 5:00 p.m. otherwise. Deviation from these hours will not be permitted without the prior consent of the City, except in emergencies involving immediate hazard to persons or property. No normal and routine maintenance operations that cause excessive noise shall be performed before 7:00 a.m.

3. **Company Identification.** All employees must wear uniforms or other identifying clothing, to make clear to all observers that they are employed by the contractor. All vehicles (trucks, etc.) used in the course of fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the contractor.
4. **Professional Conduct.** Contractor and contractor's employees must conduct themselves professionally at all times in public and when dealing with City staff and/or Farmersville residents. This will include but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and contractor's employees will also afford residents the utmost courtesy and respect at all times.
5. **Resident Concerns.** Contractor must make every attempt to satisfactorily address concerns and issues presented by residents of the district. As soon as the contractor is aware of a resident concern either directly or indirectly, the contractor shall immediately inform the Director of Public Works of the concern (including the resident's name and phone number if possible), and what action was taken or will be taken by the contractor to address the concern.
6. **Mowing.** All turf areas covered by this contract shall be mowed on a weekly basis and shall be maintained in a manner that does not allow for greater than 10% weeds growth. The turf shall be mowed to height that is commensurate with season but at no time allow the turf to be greater than 3" in height.
7. **Irrigation.** Irrigation systems must be maintained, repaired and adjusted to prevent wetting of adjacent streets and water waste during the irrigation cycle. All watering times shall be in accordance with the City of Farmersville's Water Conservation Ordinance. Contractor shall maintain, repair or replace damaged sprinklers, nozzles, risers, piping, valves and any equipment so damaged by the contractor.
8. **Landscaping.** Contractor shall maintain all landscaping in a pleasant and attractive condition. Landscape turf, soil, shrubs or trees that are damaged or contaminated by the Contractor which results in the death of the turf, shrub or tree or causes an untreatable disease as a result of the damage or contamination, shall be replaced by the Contractor.
9. **Chemicals.** The City reserves the right to reject any chemicals Contractor and/or their subcontractors propose to use, prior to or during actual use. Material Safety Data Sheets (M.S.D.S.) shall be provided to City prior to award of contract. Materials shall be non-staining, non-corrosive, and shall not leave a flammable residue.

10. Fertilizer. Fertilize primary areas of turf and landscape (shrubs, groundcover and trees) areas at least three (3) times per year with ½ lb. Nitrogen per one thousand (1,000) square feet or as acceptable to maintain the landscape areas in a weed free and healthy condition. Organic fertilizer shall be used during spring, summer and fall. Inorganic fertilizer shall be used in winter. Application of fertilizer shall be performed in accordance with the manufacturer's recommendations.

11. Contractor must submit a schedule and copies of the product's MSDS sheets to the Director of Public Works which identifies areas to be fertilized. This schedule must be submitted at least ten (10) working days prior to the proposed date of work. The Director of Public Works will confirm the schedule with the Contractor at least one (1) week in advance of the scheduled work. Receipts for the Contractor's purchase of the approved fertilizer will be required and must be submitted to the project manager with monthly invoice.

12. Clean-up. All areas covered by the contract must, on a weekly basis, be kept free of debris generated by, but not limited to, leaves, grass clippings, pruning, weeding, trimming and other operations of the contractor, as well as bottles, cans, trash and paper and other yard waste. All sidewalks shall be blown free of landscape debris at the end of each visit with trash being removed from the area first. All leaves shall be removed from beds during all visits for a crisp clean look. Expansion joints, cracks, and curb lines shall remain weed free. Debris as described above, along with trash removed from areas covered by this agreement, may be disposed of at the City of Farmersville's Corporation Yard, at no cost to the Contractor.

13. Emergency Response. Contractor must be able to respond immediately to emergencies. Emergencies are generally construed as those events that in the opinion of City staff constitute an immediate danger or hazard to property or persons, or that significantly violate water conservation requirements. If the emergency condition is identified and the contractor is notified (either through discovery or by contact from City personnel) during normal work hours, the contractor must respond to the emergency within two hours unless otherwise specified. If discovery or notification occurs after normal working hours, the contractor must respond by 10 am on the following working day.

Contractor must provide some acceptable method by which contact can be made in case of emergency, i.e., cell phone, etc. and shall also provide a method by which non-emergency messages can be received during the workday, i.e., phone messages, email, etc.

14. Compensation of Additional Services. Additional services recommended by the Contractor shall be submitted in writing to the Director of Public Works and shall be approved prior to proceeding with any recommended services.

All scope items detailed above shall be incorporated in the cost proposal provided by the contractor. No additional compensation will be provided as an extra except for emergency repairs (item 13).

Section 3: Exclusions

The following activities are excluded from this contract:

1. Pruning of trees above the 9' canopy height
2. Any watering which cannot be accomplished by the irrigation system
3. Major corrective pruning above and beyond specifications for shrubs
4. Landscape improvements beyond the scope of this proposal shall be on a separate contract basis
5. No lighting maintenance is included in this contract

Section 4: Response Requirements

Qualified Proposers shall submit two copies of their proposal to the City of Farmersville by **10:00 A.M., Friday, July 17, 2020**. All costs associated with the proposal preparation will be borne by the Proposer.

Proposals shall be delivered to:

Jeff Dowlen
Director of Public Works
City of Farmersville
909 W. Visalia Road
Farmersville, Ca. 93223
dpw@cityoffarmersville-ca.gov
T: (559) 747-3330
F: (559) 747-4064

All questions relating to this RFP shall be directed in writing by letter, fax, or email to the above contact no later than July 10, 2020.

Section 5: Proposals

Proposals

Proposers shall submit the following information in their response:

1. Cover Letter

Provide a Cover Letter signed by an official authorized to bind the firm and shall contain a statement indicating that the proposal is valid for at least six (6) months.

2. Qualifications of Firm

Firm Profile. Provide your company information and background including the capability to provide the required services plus the number of employees.

Firm Experience. Describe the firm's experience in conducting assignments that are similar in nature and/or related to the work described in the Scope of Services. Describe any contracts your company currently has with commercial or government owned properties.

References. Provide at least three (3) references for sites you maintain.

3. Qualifications of Personnel

Identify the qualifications of the individuals that will be providing services highlighting their experience on comparable projects, skills, knowledge, and understanding of applicable subject matter.

4. Approach and Understanding

Provide a narrative that addresses the Scope of Services and demonstrates proposer's understanding of the City's needs and requirements. Describe your proposed landscape maintenance schedule and work plan.

5. Cost Proposal

Submit proposed pricing on the enclosed Landscape Maintenance Cost Proposal form.

Section 6: Evaluation of Proposals

Basis of Award

Any proposals submitted in response to this RFP will be evaluated according to the stated evaluation criteria. The evaluation criteria may only be modified by written addendum to the RFP. If awarded, a contract award will be made to the proposer earning the highest total evaluation score. Alternatively, a final selection may be chosen from the top scorers following an interview as stated in the Evaluation Criteria.

Evaluation Criteria – 100 total points possible

1. Qualification of Firm (25 points max.)

Experience in performing work similar in nature and/or related to the work described in the Scope of Services; strength and stability of the firm; adequacy of labor commitment.

2. Qualifications of Personnel (15 points max.)

Qualifications and previous experience of personnel.

3. Approach and Understanding (25 points max.)

Depth of proposer's understanding of City's requirements; overall quality and logic of work plan.

4. Pricing (35 points max.)

Reasonableness of the total price based on required services and total estimated hours and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; basis on which prices are quoted.

5. Interviews

The City may request to interview one or more of the entities who submit a proposal at the City's sole discretion as part of the proposal evaluation process.

Company Bidding: _____ Contact: _____

Total Annual Amount \$

Signature

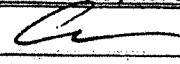

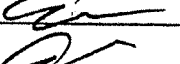
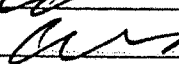
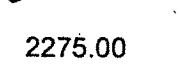
Date _____

City of Farmersville

Landscape Maintenance Cost Proposal

Company Bidding: Westscapes, Inc.

Contact: Erin Bell

<u>Landscape Maintenance District</u>	<u>Amount Per Month</u>	<u>Initials of individual who visited site prior to bidding</u>
Sierra Woods I-II	\$ 458.00	
Sierra Woods West I-IV	\$ 149.00	
Sierra Woods SW I-IV	\$ 613.00	
Walnut Creek	\$ 149.00	
Walnut Wood I-V	\$ 906.00	

Monthly
Total ~~Annual~~ Amount \$ 2275.00

Total Annual Amount \$ 27,300.00

**By signing below, the contractor acknowledges that he or she has visited each landscape district and is aware as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal.*



Signature

7/20/2020

Date

RISK MATRIX & INSURANCE LANGUAGE

YORK RISK SERVICES

Revised July 2019

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Exhibit 1

Risk Matrix Definitions

(Determine Risk Category by evaluating all factors that could increase the agency's liability for that particular project. Once Risk Category is determined, utilize Exhibit 2 to select insurance terms.)

Risk Category	Risk Level	Examples
1	Low	<ul style="list-style-type: none">• Vending machine providers• Facilities use• Special events• Some professional service providers• General contracts
2	Intermediate	<ul style="list-style-type: none">• Construction contracts• Some professional service providers• Technology consultants• Facilities use• Special events
3	High	<ul style="list-style-type: none">• Major construction contracts• Garbage haulers• Some professional service providers
Other	Undefined	<ul style="list-style-type: none">• The risk is unique• Custom insurance requirements needed

**Exhibit 2
Risk Matrix**

("+" = Limits may need to increase for Risk Categories 2 & 3, depending on the project.)

Risk Category	Workers' Compensation	General Liability	Auto Liability
1	Statutory Employer's Liability \$1,000,000	\$2,000,000 per occurrence (may accept \$1,000,000 per occurrence for lower risks) \$4,000,000 general aggregate \$1,000,000 products/completed operations aggregate	\$2,000,000 Combined Single Limit (may accept \$1,000,000 for lower risks)
2	Statutory Employer's Liability \$1,000,000	\$2,000,000+ per occurrence \$4,000,000+ general aggregate \$2,000,000+ products/completed operations aggregate	\$2,000,000+ Combined Single Limit
3	Statutory Employer's Liability \$1,000,000	\$5,000,000+ per occurrence \$10,000,000+ general aggregate \$5,000,000+ products/completed operations aggregate	\$5,000,000+ Combined Single Limit
Other	Consult with Risk Management Professionals	Consult with Risk Management Professionals	Consult with Risk Management Professionals

Language Templates for Risk Categories 1-3

1. Category 1 “Low Risk”

Insurance Requirements

i. Commercial General Liability

- a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor’s general liability policies shall be primary and shall not seek contribution from the City’s coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
- c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

- a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers’ Compensation and Employers’ Liability

- a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

iv. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

2. Category 2 "Intermediate Risk"

Insurance Requirements

i. Commercial General Liability

- a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall

be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

- b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
 - c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - d. Coverage shall contain a waiver of subrogation in favor of the City.
- ii. Business Automobile Liability
- a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.
- iii. Workers' Compensation and Employers' Liability
- a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- iv. All Coverages
- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

3. Category 3 "High Risk"

Insurance Requirements

- i. Commercial General Liability
 - a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

- b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
 - c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - d. Coverage shall contain a waiver of subrogation in favor of the City.
- ii. Business Automobile Liability
 - a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.
- iii. Workers' Compensation and Employers' Liability
 - a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- iv. All Coverages
 - f. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
 - g. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
 - h. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

- i. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
- j. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

Exhibit 3
Ancillary Coverage Requirements

Contract Activity Involved	Professional Liability	Pollution Liability	Builders Risk	Aircraft Liability	Cyber Liability	Installation Floater
Construction or Remodeling Projects - Construction or remodeling projects		X	X			X
Hazardous or Waste Materials - Removal of asbestos or lead-based paint; or the use, application, transport, removal, cleanup, or disposal of hazardous material in quantities of 100 gallons or more; or the disposal, treatment, transport, or storage of waste.		X				
Installation of Equipment						X
Professional Service Provider - Services from an accountant, architect, attorney, claims administration firm, consultant, insurance broker, engineer, financial advisor, medical professional, or other person who maintains a professional license.	X					
Technology Vendor	X				X	
Use of Aircraft or Helicopter				X		

1. The following are suggested insurance language if Ancillary Coverages are recommended. Please consult with the Risk Manager for customized limits and language for specific circumstances.

- a. Aircraft Liability Insurance

- i. Aircraft liability insurance coverage shall provide limits of \$5,000,000 - \$10,000,000 per accident.
- ii. The policy shall be endorsed to include the City, its officers, employees, and agents as additional insureds.

- b. Builders Risk Insurance

- i. Contractor shall obtain and maintain Builders Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) "Installation Floater" coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

- c. Cyber Liability Insurance

- i. Cyber Liability Insurance with limits not less than \$1,000,000 per claim.
- ii. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

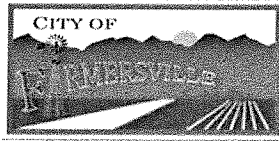
- iii. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

d. Pollution Liability Insurance

- i. Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- ii. The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

e. Professional Liability Insurance

- i. Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.



City Council

Staff Report 7D

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: September 14, 2020

SUBJECT: Authorize Request for Proposal for Construction Management Services for the Farmersville Blvd. Widening Project

RECOMMENDED ACTION:

It is respectfully recommended that the City Council authorize staff to prepare and notice a Request for Proposals for Construction Management Services for the Farmersville Blvd. Widening Project.

BACKGROUND and DISCUSSION:

The City of Farmersville is finalizing the design plans for the Farmersville Blvd. Widening Project, therefore staff is recommending that a Request for Proposal for Construction Management Services be authorized by the City Council pursuant to the City Procurement Policy.

Construction Management Services will include, but not be limited to, constructability review, review of submittals and specifications, on-site daily construction inspection, review of pay requests and provision of construction progress reports. All proposals will be evaluated and ranked to determine the three most qualified firms. Negotiations will then commence to reach an agreement, which will subsequently be approved by the City Council.

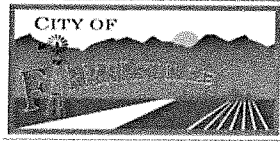
The City Manager has requested the assistance of the Tulare County Resource Management Agency to find a consultant for these services. The County will prepare the RFP, evaluate the proposals, and submit a recommendation to award the contract.

FISCAL IMPACT:

This project including CM/RE services is being funded by Measure R.

CONSLUSION:

It is respectfully recommended that the City Council authorize staff to prepare and notice a Request for Proposal for Construction Management Services for the Farmersville Blvd. Widening Project.



City Council

Staff Report 7E

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: September 14, 2020

SUBJECT: Measure R Program Supplement to Cooperative Agreement with Tulare County Association of Governments (TCAG) for Construction Phase of the North Farmersville Blvd Widening Project

RECOMMENDED ACTION:

Recommend that the City Council adopt Resolution 2020-057 approving a Supplement to the Measure R Program Cooperative Agreement with Tulare County Association of Governments (TCAG) to fund the Construction Phase of the North Farmersville Blvd Widening Project.

BACKGROUND and DISCUSSION:

The City of Farmersville is bisected by Farmersville Boulevard and Visalia Road (Avenue 280). The Farmersville Boulevard corridor is a north-south minor arterial that links State Route 198 to the City of Farmersville as well as unincorporated areas of Tulare County. It is the only north-south corridor within the City. The existing Farmersville Boulevard corridor is a two-lane, two-way undivided roadway. The Farmersville Boulevard Widening Project will widen an approximately one-mile stretch of the existing two-lane roadway to a four-lane divided roadway. The intent of the overall project is to facilitate economic growth and provide better access along the Farmersville Boulevard Corridor. The City of Farmersville has already completed the improvements to the highway interchange and surrounding area through Measure R, HSIP, and CMAQ funding sources. This widening project will improve the connection of those developments with the rest of the City.

The City of Farmersville is entering the construction phase of the current Farmersville Boulevard Widening project, which will widen Farmersville Boulevard from the TID Canal (just south of Highway 198 Interchange) to Walnut Avenue. These improvements would address both current pavement maintenance issues, road safety issues, as well as enhance pedestrian and bicycle access throughout the City, and reduce current congestion issues. To complete the project the City of Farmersville needs funding for the construction of this last phase. Although the scope of

the project has not changed, the increasing costs over the years for construction (and CM/RE) now have an estimated cost of \$8,997,000.

SUPPLEMENTAL AGREEMENT IN PLACE FOR NORTH FARMERSVILLE BLVD IMPROVEMENTS	
Phase of work to be Funded	Net Change / New Agreement
Construction	8,037,000
Construction Mgmt / Resident Engineering	960,000
Total	\$8,997,000

As with the earlier phases of this project, this phase funded completely through the regional projects portion of Measure R, administered by TCAG, and therefore requires a supplemental agreement.

City staff has prepared this report, accompanying agreement, and resolution in cooperation with TCAG staff and has their approval to move forward with this agreement as presented in this agenda item.

This new agreement is new funding in addition to the previous supplemental agreements approved over the last several years funding the preliminary phases of this projects (such as Design and Right of Way Acquisition).

FISCAL IMPACT:

The Supplement to Cooperative Agreement with TCAG will provide all of the funding for the North Farmersville Blvd. Widening Project - Construction Phase with Measure R dollars. There is no other funding available to the City that would be able to pay for this project as estimated.

ATTACHMENT(S):

Resolution 2020-057
Measure R Program Supplement to Cooperative Agreement

RESOLUTION NO. 2020-057

**BEFORE THE CITY COUNCIL OF THE CITY OF FARMERSVILLE A RESOLUTION
TO DIRECT THE CITY MANAGER TO SIGN A SUPPLEMENT TO THE MEASURE R
PROGRAM COOPERATIVE AGREEMENT**

WHEREAS, in November of 2006 the voters of Tulare County approved Measure R;
and

WHEREAS, Measure R is a ½ cent sales tax that addresses the major regional, local,
and transit/bike/environmental report transportation needs in Tulare County; and

WHEREAS, the City has a project in Measure R that will improve and widen
Farmersville Boulevard from South of the TID Canal to Walnut Avenue; and

WHEREAS, there is an existing supplemental agreement with the Tulare County
Association of Governments (TCAG) to reimburse the costs associated with this project;
and

WHEREAS, the construction phase of the project is commencing and the funding from
Measure R is needed to complete the project at the level of the engineer's estimate in the
attached staff report; and

NOW, THEREFORE, IT IS ORDERED that the Farmersville City Council directs the
City Manager to execute a supplemental agreement with TCAG to facilitate the
Preliminary Engineering and Right of Way phases for the improvements and widening of
the Farmersville Boulevard Project.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of C. _____
seconded by C. _____ at a regular meeting on this 14th day of September 2020, by the
following vote:

AYES: 0

NAYS: 0

ABSTAIN: 0

ABSENT: 0

ATTEST:

Greg Gomez, Mayor

Rochelle Giovani, City Clerk

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT**

AUTHORITY Agreement No. _____.

This Program Supplement is made and entered into on _____, by and between the CITY OF FARMERSVILLE ("SPONSOR") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("AUTHORITY").

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the SPONSOR and AUTHORITY on May 29, 2007 and is subject to all terms and conditions thereof.

This Program Supplement is executed under authority of Resolution No. 2020-057, approved by the SPONSOR on 9/14/2020.

This Program Supplemental is sought in order to fund the construction and construction management/resident engineer costs for the North Farmersville Blvd Project totaling \$8,997,000. All expenses incurred in these phases of the project are covered by this Supplemental.

SUPPLEMENTAL AGREEMENT IN PLACE FOR NORTH FARMERSVILLE BLVD IMPROVEMENTS	
Phase of work to be Funded	Net Change / New Agreement
Construction	8,037,000
Construction Mgmt / Resident Engineer	960,000
Total	\$8,997,000

The City of Farmersville is bisected by Farmersville Boulevard and Visalia Road (Avenue 280). The Farmersville Boulevard corridor is a north-south minor arterial that links State Route 198 to the City of Farmersville as well as unincorporated areas of Tulare County. It is the only north-south corridor within the City. The existing Farmersville Boulevard corridor is a two-lane, two-way undivided roadway. The Farmersville Boulevard Widening Project will widen an approximately one-mile stretch of the existing two-lane roadway to a four-lane divided roadway. The intent of the overall project is to facilitate economic growth and provide better access along the Farmersville Boulevard Corridor. The City of Farmersville has already completed the improvements to the highway interchange and surrounding area through Measure R, HSIP, and CMAQ funding sources. This widening project will improve the connection of those developments with the rest of the City.

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construction (and CM/RE) now have an estimated cost of \$8,997,000.

Covenants of SPONSOR

- 1.1 This Program Supplemental agrees that it will only proceed with work authorized for specific phase(s) with written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY Action.
- 1.2 The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3 Award information shall be submitted by the SPONSOR to the AUTHORITY with 60 days after the project contract award.
- 1.4 Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5 If no costs have been invoiced for a six month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and target billing amount.

IN WITNESS WHEREOF, the undersigned parties have executed this Supplemental Agreement on the day and year first written above.

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: _____

Authority Executive Director

Attest: _____

Authority Finance Director

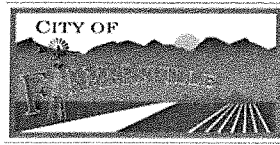
CITY OF FARMERSVILLE

By: _____

Jennifer Gomez, City Manager

Attest: _____

Rochelle Giovani, City Clerk



City Council

Staff Report 8A

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: September 14, 2020

SUBJECT: Designation of voting delegate and alternates for the League of California Cities Annual Conference

RECOMMENDED ACTION:

That the Council designate a voting delegate and alternates for the League of California Cities Annual Conference, and authorize the City Clerk to complete and submit the Voting Delegate Form.

BACKGROUND and DISCUSSION:

The League's 2020 Annual Conference is scheduled for October 7 - 9 and will be held virtually. An important part of the Annual Conference is the Annual Business Meeting (at the General Assembly) scheduled for 11:00 a.m. on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

The City Council must choose a Voting Delegate in order to vote in the Annual Business Meeting. The League also encourages each City Council to choose up to two alternates in the event that the designated Voting Delegate is for some reason unable to attend the meeting.

At this time Mayor Gomez, Mayor Pro Tem Vasquez, Council Member Hernandez, and Council Member Macareno have registered for the conference. Council should nominate someone as the Voting Delegate and two Alternates.

ATTACHMENT(S):

Correspondence



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

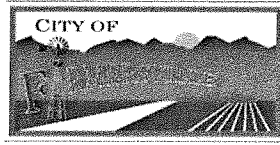
Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



City Council

Staff Report 8B

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: September 14, 2020

SUBJECT: Review of March 20, 2020 Local Emergency Declaration

RECOMMENDED ACTION:

Review the March 20, 2020 Local Emergency Declaration and continue with said declaration as previously adopted by Resolution 2020-010 and Urgency Ordinance 501.

BACKGROUND and DISCUSSION:

On March 20, 2020 a local state of emergency was declared by the Farmersville emergency services coordinator and subsequently ratified by the Farmersville City Council by Resolution 2020-010 on March 23, 2020. The Council also adopted Urgency Ordinance 501 authorizing the City Manager to implement whatever necessary actions needed to comply with any federal or state requirements and to take actions that were to provide for the health and welfare of the community. Pursuant to Government Code Section 8630, the local emergency shall be reviewed at least once every 60 days. The Council last reviewed the local emergency at the July 13th City Council meeting.

Since the last update, Govern Newsom continues to modify his orders to allow more industries to open. Instead of a County Monitoring List, a new 4 tier system has been implemented which is based on the county's rate of new cases and positivity. Tulare County is currently in Tier 1 with the most restrictions. To advance to the next tier, the County will need to meet the next tier's criteria for two consecutive weeks. Data is reviewed weekly and tier levels updated by the State. Below are the tiers implemented by the State:

Tier	County Risk Level	New Daily Cases per 100k	Positive Tests
1	Widespread	More than 7	More than 8%
2	Substantial	4-7	5-8%
3	Moderate	1-3.9	2-4.9%
4	Minimal	Less than 1	Less than 2%

To advance to Tier 2, Tulare County must have no more than 7 new cases per 100,000 population for two consecutive weeks, plus have a positivity rate less than 8%.

Over the last week, Tulare County has averaged 17.5 new cases a day per 100,000 and a positivity rate of 12.0%.

The local cities continue to have weekly meetings with Tulare County to discuss these metrics and the implementation of new guidelines or executive orders issued by the State.

Based on the current orders issued by the State of California which the City of Farmersville must follow and the ongoing spread of the coronavirus, the City Manager recommends that the City continue to operate under the Local Emergency.

ATTACHMENT(S):

Resolution 2020-010

Urgency Ordinance 501

RESOLUTION NO: 2020-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE RATIFYING THE CITY OF FARMERSVILLE EMERGENCY DECLARATION PREPARED AND ISSUED VIA PRESS RELEASE ON MARCH 20, 2020

WHEREAS, The California Emergency Services Act (Ca. Gov. Code §§8639, 8550, et seq) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of person and property within the territorial limits of a city, caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Ca. Government Code §8630 empowers the City Council to designate by ordinance a local official with the power to proclaim a local emergency when the City Council is not in session; and

WHEREAS, the City of Farmersville Municipal Code §2.28 references the City's policies and codes regarding City Services during a declared emergency; and

WHEREAS, the City of Farmersville Municipal Code §2.28.100 provides that "the position of emergency services coordinator shall be combined with that of the position of chief of police/fire;" and

WHEREAS, Ca. Government Code §36937 authorizes "immediate" ordinances (not requiring posting) for limited instances, including "immediate preservation of public peace, health or safety;" and

WHEREAS, Ca. Government Code §38791 authorize a city to provide for the "chief executive" who shall have "complete authority and the right to exercise all police power vested in the city by the constitution and general laws," and there is no language in the City of Farmersville Municipal Code which provides for the authorization allowed under this Government Code section.

WHEREAS, the COVID-19 coronavirus pandemic has led to the State of California declaring a State of Emergency on March 4, 2020; and

WHEREAS, Tulare County followed suit in declaring a State of Emergency on or about March 10, 2020; and

WHEREAS, quarantines and self-isolation are currently in effect for hundreds of individuals in Tulare County, and a Statewide stay-at-home order has been declared by the State of California; and

WHEREAS, the City of Farmersville declared a State of Emergency on March 20, 2020 via a press release issued by the emergency services coordinator; and

WHEREAS, the Declaration shall help facilitate coordination of local, state, and federal resources and may enable the City of Farmersville to seek reimbursement for costs associated with efforts to meet County, State and Federal requirements; and

WHEREAS, per Government Code §8630, the Declaration must be ratified by the City Council within seven (7) days of issuance in order to remain in full force and effect; and

WHEREAS, the primary concern of the City of Farmersville is the health and welfare of its citizens; and

WHEREAS, the health and welfare of the citizens of the City of Farmersville will be enhanced by expanding the authority of the City Manager during the time of a declared emergency;

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF FARMERSVILLE HEREBY:

1. Recognizes the State of Emergency declared by the State of California and the County of Tulare; and
2. Ratifies the City of Farmersville Emergency Declaration prepared and issued via press release on March 20, 2020, a copy of which is attached as Exhibit A; and
3. The local emergency shall be deemed to continue to exist and shall be reviewed at least once every 60 days until its termination is proclaimed by the City Council per Government Code §8630.

I, the undersigned, hereby certify that the foregoing Resolution No. 2020-010 was duly approved and adopted by the **CITY COUNCIL OF THE CITY OF FARMERSVILLE** on March 23, 2020 following a roll call vote:

Ayes: Vasquez, Hernandez, Macarena, Boyer, Gomez

Noes: _____

Absent: _____



Mayor Gregorio Gomez

ATTEST:



Rochelle Giovani, City Clerk



Farmersville Police Department Press Release



Date: 03-20-2020

Information: City of Farmersville Emergency Declaration

The City of Farmersville has declared a local emergency to deal with the Covid-19 pandemic. This emergency will allow the city to deal with the rapidly evolving challenges to protect public health and safety related to the spread of COVID-19. The City joins the State of California with the Governors Proclamation of a Statewide Stay at Home Order and encourages all of its residents to follow the directives given by the Governor, State Health Officials, and County Health Officials.

As we continue to monitor the effects of COVID-19 (Coronavirus), the safety of our residents, and staff remains our highest priority. As provided for in the City of Farmersville Municipal Code Chapter 2.28 and through its Emergency Operation Plan, the Director of Emergency Operations, Chief Mario Krstic; in line with California Governor Newsom's March 19, 2020, Proclamation of a State wide Stay at Home order and his March 04, 2020 State of Emergency; has declared a local state of emergency in the City of Farmersville. This declaration is scheduled to be ratified by Resolution of the Farmersville City Council as an item at their regularly scheduled meeting held Monday, March 23, 2020 at 6:00 p.m.

Mario Krstic, Chief of Police
City of Farmersville

Exhibit A

URGENCY ORDINANCE 501

AN URGENCY ORDINANCE OF THE CITY OF FARMERSVILLE RELATING TO AUTHORIZATION OF THE CITY MANAGER PERTAINING TO ESSENTIAL SERVICES FOR A LOCAL EMERGENCY (COVID-19)

The City Council of the City of Farmersville does ordain as follows:

WHEREAS, the COVID-19 novel coronavirus is a respiratory disease that may result in serious illness or death and is easily transmittable from person to person; and

WHEREAS, The California Emergency Services Act (Ca. Gov. Code §§8639, 8550, et seq) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of person and property within the territorial limits of a city, caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Ca. Government Code §36937 authorizes "immediate" ordinances (not requiring posting) for limited instances, including "immediate preservation of public peace, health or safety;" and

WHEREAS, Ca. Government Code §38791 authorize a city to provide for the "chief executive" who shall have "complete authority and the right to exercise all police power vested in the city by the constitution and general laws," and there is no language in the City of Farmersville Municipal Code which provides for the authorization allowed under this Government Code section.

WHEREAS, the COVID-19 coronavirus pandemic has led to the State of California declaring a State of Emergency on March 4, 2020; and

WHEREAS, Tulare County followed suit in declaring a State of Emergency on or about March 10, 2020; and

WHEREAS, quarantines and self-isolation are currently in effect for hundreds of individuals in Tulare County, and a Statewide stay-at-home order has been declared by the State of California; and

WHEREAS, the City of Farmersville declared a State of Emergency on March 20, 2020 via a press release issued by the emergency services coordinator; and

WHEREAS, the primary concern of the City of Farmersville is the health and welfare of its citizens; and

WHEREAS, the health and welfare of the citizens of the City of Farmersville will be enhanced by expanding the authority of the City Manager during the time of this declared emergency;

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF FARMERSVILLE HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Recognizes the State of Emergency declared by the State of California and the County of Tulare.

SECTION 2. Adopts Urgency Ordinance 501 expanding the authority of the City Manager, or designee, to include discretionary authority to immediately implement whatever necessary actions are authorized or required by the Municipal Code, the Tulare County Health and Human Services Office, and the State of California and/or Federal government, including, but not limited to: (1) Declaring which businesses and/or services may be "essential," as well as consideration of operating decisions over those businesses; (2) Authorizing the use of City assets for health care, testing, or other emergency availability; (3) authorizing the ability to make quick purchasing/contracting decisions without constraint of the procurement policy; and (4) other general actions as necessary and/or required in order to meet the demand of the City in providing for the health and welfare of its citizens during the time of the declared emergency.

SECTION 3. The local emergency shall be deemed to continue to exist and shall be reviewed at least once every 60 days until its termination is proclaimed by the City Council per Government Code §8630.


SECTION 4. This authority shall become effective immediately pursuant to Ca. Government Code §36937, but shall otherwise be posted.

I, the undersigned, hereby certify that the foregoing Urgency Ordinance No. 501, was duly approved and adopted by the **CITY COUNCIL OF THE CITY OF FARMERSVILLE** on March 23, 2020 following a roll call vote:

Ayes: Vasquez, Macarena, Hernandez, Boyer, Gomez

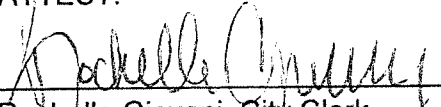
Noes: _____

Absent: _____



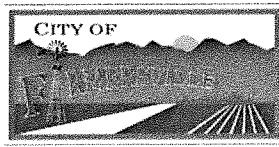
Mayor Gregorio Gomez

ATTEST:



Rochelle Giovani, City Clerk





City Council

Staff Report 8C

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: September 14, 2020

SUBJECT: Appointments of Greg Gomez and Danny Valdovinos to the City Council

RECOMMENDED ACTION:

Recommend that the City Council adopt Resolution 2020-055 providing for the Appointment to the Offices of this City that were to be elected on Tuesday, November 3, 2020.

BACKGROUND and DISCUSSION:

As of the close of the nomination period on August 12, 2020, there were not more than two candidates to be elected for the two offices scheduled for this election. § 10229 of the Elections Code allows one of the following courses of actions to be taken by the City Council:

1. Appoint to the office the person who has been nominated
2. Appoint to the office any eligible voter if no one has been nominated
3. Hold the election if either no one or only one person has been nominated.

Option 1 is the applicable course of action therefore the following is being recommended:

These individuals are being appointed to the offices to which they were nominated, and are considered to be the same as being elected:

NAME	OFFICE	TERM
Gregorio Gomez	Member of the City Council	2020-2024
Danny Valdovinos	Member of the City Council	2020-2024

As required, a notice was published on August 26, 2020 in a newspaper of general circulation to notify the public of the appointments. The City Council election scheduled to be held on Tuesday November 3, 2020, will be canceled.

Mr. Gomez and Mr. Valdovinos will be sworn in and take office in December and serve exactly as if elected for the office.

ATTACHMENT(S):
Resolution 2020-055

RESOLUTION NO. 2020-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, CALIFORNIA,
PROVIDING FOR THE APPOINTMENT TO THE OFFICES OF THIS CITY THAT WERE TO
BE ELECTED ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, pursuant to § 10229 of the Elections Code of the State of California, as of the close of the nomination period on August 12, 2020, there are not more candidates than offices to be elected and that § 10229 of the Elections Code allows one of the following courses of actions to be taken by the City Council:

1. Appoint to the office the person who has been nominated
2. Appoint to the office any eligible voter if no one has been nominated
3. Hold the election if either no one or only one person has been nominated.

WHEREAS, a notice was published on August 26, 2020 in a newspaper of general circulation pursuant to law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, CALIFORNIA,
DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to § 10229 of the Election Code of the State of California, the following action is being taken:

The following persons are being appointed to the offices to which they were nominated, and are considered to be the same as being elected, pursuant to § 10229 of the Elections Code:

NAME	OFFICE	TERM
Gregorio Gomez	Member of the City Council	2020-2024
Danny Valdovinos	Member of the City Council	2020-2024

SECTION 2. The election scheduled to be held on Tuesday November 3, 2020, is now canceled.

SECTION 3. The persons appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

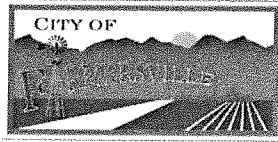
SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON September 14, 2020.

Mayor

ATTEST:

City Clerk



City Council

Staff Report 8D

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: September 14, 2020

SUBJECT: Farmersville 60th Anniversary Celebration

RECOMMENDED ACTION:

Recommend that the City Council discuss and provide direction to staff for a 60th Anniversary Celebration.

BACKGROUND and DISCUSSION:

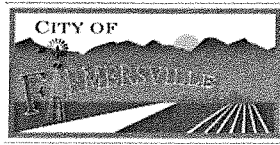
The City has celebrated past anniversaries of the City's incorporation and the year 2020 marks the 60th anniversary. The Council expressed interest back in March to acknowledge this anniversary, however, due to the pandemic many community events have been cancelled throughout California through the end of 2020.

Whether the City will be permitted by the State to hold community events in the coming months is unknown at this time. The common assumption for many is that everyone will continue to operate under the current restrictions of social distancing through the end of the year. Staff is therefore requesting direction at this time from the City Council.

FISCAL IMPACT:

Due to the pandemic and its unknown impact to the economy, the budget for this fiscal year did not include funds to celebrate the anniversary.

Staff presented a City budget that continues to be conservative and cautious with expenses during the pandemic. Several budgeted projects and purchases that were approved for this year will not be moving forward until at least January when the City Manager can reevaluate the projected revenue for the remaining months of the fiscal year. Approving non-budgeted items should only be considered for time sensitive or critical projects, until staff and Council can review at mid-year the City's financial status.



City Council

Staff Report Closed Session

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: September 14, 2020

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) & (e)(3) – 1 potential case *[This involves the receipt of a claim pursuant to the Government Claims Act from a potential plaintiff threatening litigation]*

ATTACHMENT(S):

Claim



MANSHOORY LAW GROUP, APC
1200 WILSHIRE BLVD, SUITE 409
LOS ANGELES, CA 90017
TEL: 213.221.7772 FAX: 213.337.8850

August 3, 2020

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT REQUESTED

FARMERSVILLE POLICE DEPARTMENT
909 W. Visalia Rd.
Farmersville, CA 93223
ATTN: CLAIMS/JENNIFER GOMEZ

Re: CLAIM FOR DAMAGES (Gov't Code, § 910 *et seq.*); DEMAND TO PRESERVE EVIDENCE; AND REQUEST FOR PUBLIC RECORDS PURSUANT TO THE CALIFORNIA PUBLIC RECORDS ACT (Gov't Code, § 6250 *et seq.*)

Claimant(s): Maria Elena Garcia, individually and as Successor-in-Interest to Manuel Garcia, deceased, **Adrieana Garcia**, individually and as Successor-in-Interest to Manuel Garcia, deceased, **Christopher Garcia**, individually and as Successor-in-Interest to Manuel Garcia, deceased, by and through his guardian ad litem, Maria Elena Garcia, **Sara Garcia**, individually and as Successor-in-Interest to Manuel Garcia, deceased, by and through her guardian ad litem; Maria Elena Garcia, **Jaelynn Garcia**, individually and as Successor-in-Interest to Manuel Garcia, deceased, by and through her guardian ad litem, Maria Elena Garcia, and **Gloria Garcia**, individually (collectively "claimants").

Date of Injury: On or about June 24, 2020 – June 25, 2020

To Whom It May Concern:

Please be advised that this office has been retained to represent the interest of all claimants with regards to claims arising from the in-custody death of Manuel Garcia ("decedent") that occurred on or about June 24, 2020 involving Farmersville Police Officers and Tulare County Sheriff's Department after decedent was detained and hooked into custody at Tulare County Pre-trial Facility in Tulare County.

Enclosed herewith as **Attachment 1**, please find a copy of our Designation of Attorney form duly signed by each claimant. Please direct any and all communications concerning this matter to this office, attention the undersigned.



MANSHOORY LAW GROUP, APC
1200 WILSHIRE BLVD, SUITE 409
LOS ANGELES, CA 90017
TEL: 213.221.7772 FAX: 213.337.8850

I. CLAIM FOR DAMAGES (Gov't Code, § 910 et seq.)

Pursuant to California Government Code section 910 et seq, the Claimant named herein hereby submits her government claim pertaining to the in-custody death of decedent, and the injuries she sustained as a result of the actions of the above-named agency and entity. The claim forms for the Farmersville Police Department and Tulare County are also enclosed as **Attachment 2** and **Attachment 3**, respectively.

A. THE NAMES AND ADDRESSES OF CLAIMANTS

Each of these Claimants is represented in this matter by Manshoory Law Group, APC, and does not wish to be contacted directly by any of the public entities named in this claim, or other agents or representatives, regarding the subject of this claim. It is requested that all communications be directed to counsel.

1. **Maria Elena Garcia** (DOB: 12/28/1979), c/o Manshoory Law Group, APC, 1200 Wilshire Blvd., Suite 409, Los Angeles, CA 90017;
2. **Adrieana Garcia** (DOB: 10/7/2001), c/o Manshoory Law Group, APC, 1200 Wilshire Blvd., Suite 409, Los Angeles, CA 90017;
3. **Christopher Garcia** (DOB: 2/7/2005), c/o a minor by and through his guardian ad litem, Maria Elena Garcia, c/o Manshoory Law Group, APC, 1200 Wilshire Blvd., Suite 409, Los Angeles, CA 90017;
4. **Sara Garcia** (DOB: 5/23/2007), c/o a minor by and through her guardian ad litem, Maria Elena Garcia, c/o Manshoory Law Group, APC, 1200 Wilshire Blvd., Suite 409, Los Angeles, CA 90017;
5. **Jaelynn Garcia** (DOB: 7/9/2018), c/o a minor by and through her guardian ad litem, Maria Elena Garcia, c/o Manshoory Law Group, APC, 1200 Wilshire Blvd., Suite 409, Los Angeles, CA 90017; and
6. **Gloria Garcia** (DOB: 12/17/1955), c/o Manshoory Law Group, APC, 1200 Wilshire Blvd., Suite 409, Los Angeles, CA 90017.



MANSHOORY LAW GROUP, APC
1200 WILSHIRE BLVD, SUITE 409
LOS ANGELES, CA 90017
TEL: 213.221.7772 FAX: 213.337.8850

B. THE POST OFFICE ADDRESS TO WHICH THE PERSONS PRESENTING THE CLAIM DESIRES NOTICE TO BE SENT

MANSHOORY LAW GROUP, APC
Shaheen F. Manshoory
1200 Wilshire Blvd, Suite 409
Los Angeles, CA 90017
Telephone: (213) 221-7772
Fax: (213) 337-8850

C. FACTUAL BACKGROUND

On or about June 24, 2020, Farmersville police officers were called to decedent's home for disturbing the peace. Decedent was detained and taken to the Tulare County Adult Pre-trial Facility, which is believed to be under the jurisdiction of the Tulare County Sheriff's Department. Shortly thereafter, decedent was transported to Kaweah Delta District Hospital. Upon arrival, decedent was found to be unresponsive. Decedent was moved into the emergency room where he was revived by medical personnel. Shortly thereafter, decedent succumbed to his injuries.

D. DESCRIPTION OF CLAIMS

As a result of the events described above, Claimants will bring causes of action including, but not limited to: (1) Excessive Force pursuant to 42 U.S.C. § 1983; (2) Denial of Medical Care pursuant to 42 U.S.C. § 1983; (3) Failure to Train, Supervise, and Discipline pursuant to 42 U.S.C. § 1983; (4) Municipal Liability pursuant to 42 U.S.C. § 1983; (5) Interference with Familial Relationship pursuant to 42 U.S.C. § 1983; (6) Wrongful death; (7) Negligence; (8) Negligent Hiring Supervision, and Retention; (9) Battery; (10) violation of *Civil Code* § 52.1; (11) violation of *Civil Code* § 51.7. *Claimants bring these claims in both their individual capacities and in their capacity as successors-in-interest to the decedent's Estate.*

E. GENERAL DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGE OR LOSS AS IS PRESENTLY KNOWN

As a result of the events described above, Claimants have sustained substantial economic damages and non-economic damages including, but not limited funeral and burial expenses, medical expenses of decedent, loss of financial support, lost wages, loss of future income, loss of support, services, love, comfort, society, attention, severe mental anguish, emotional distress, worry, fear, anxiety, and difficulty sleeping. Said damages are a direct result of the improper conduct and act of the named public entities and/or their employees, agents, servants, and representatives.



MANSHOORY LAW GROUP, APC
1200 WILSHIRE BLVD, SUITE 409
LOS ANGELES, CA 90017
TEL: 213.221.7772 FAX: 213.337.8850

F. THE NAME(S) OF THE PUBLIC ENTITY(IES) AND EMPLOYEE(S) CAUSING THE INJURY, DAMAGE OR LOSS

1. Farmersville Police Department;
2. Employees or agents of the Farmersville Police Department;
3. Tulare County;
4. Tulare County Sheriff's Department; and
5. Employees or agents of the Tulare County Sheriff's Department

G. THE AMOUNT CLAIMS

Claimants seek damages in the amount of \$10,000,000.00.

II. PRESERVATION OF EVIDENCE AND REQUEST UNDER THE CALIFORNIA PUBLIC RECORDS ACT (Gov't Code § 6250 et seq.)

You are requested to preserve all documents and materials that may reasonably be thought to be pertinent to the abovementioned incident, including the following: (1)

1. All dispatch reports;
2. All incidents reports;
3. All investigative reports;
4. All evidence logs;
5. All use of force reports and evaluations;
6. All officer statements;
7. All witness statements;
8. All charts and diagrams;
9. All audio or visual recordings of 911 calls, dispatch communications, officer and witness statements, surveillance footage, body camera footage, and other audio and visual recordings; and
10. The full names and badge or employee identification numbers of all law enforcement personnel who were involved in or responded to the incident described above.

Please be advised that it is a criminal offense to destroy any evidence. California *Penal Code* Section 135 provides:

"Every person who knowing that any book, paper, record, instrument in writing, or other matter or thing, is about to be produced in evidence upon any trial, inquiry, or investigation authorized by law, willfully destroys or conceals the same, with the intent thereby to prevent it from being produced, is guilty of a misdemeanor."



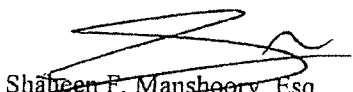
MANSHOORY LAW GROUP, APC
1200 WILSHIRE BLVD, SUITE 409
LOS ANGELES, CA 90017
TEL: 213.221.7772 FAX: 213.337.8850

You are also requested to produce to this firm within thirty-five (35) days of the date of this letter, the abovementioned documents and materials pursuant to the California Public Records Act ("CPRA"), Gov't Code § 6250 *et seq.*

Please be advised that this firm is prepared to pursue all remedies available under the law, including under Gov't Code § 6259(a) and (d), in the event you fail to comply fully with your obligations under the CPRA.

Please feel free to contact me if you have any questions.

Sincerely,


Shaheen F. Manshoory, Esq.
Manshoory Law Group
Attorney for Plaintiff(s)

Enclosures: (1) Designation of Attorney Form; (2) City of Farmersville Claim Form; and (3) Tulare County Claim Form



MANSHOORY LAW GROUP, APC
1200 WILSHIRE BLVD, SUITE 409
LOS ANGELES, CA 90017
TEL: 213.221.7772 FAX: 213.337.8850

CLAIMANT'S DESIGNATION OF ATTORNEY

Pursuant to Title 10, Section 2695.2(c) of the California Code of Regulations:

I, Maria, Elena Garcia, Adriana Garcia, minors Christopher Garcia, Sara Garcia, and Jaelynn Garcia, by and through their guardian ad litem, Maria Elena Garcia, and Gloria Garcia, hereby designate **MANSHOORY LAW GROUP, APC**, to act as my duly authorized and designated attorney to handle any and all claims for property damage, bodily injury or any type of damages whatsoever arising out of the incident dated on or about

This authorization shall be valid for only two (2) years from the date indicated below unless renewed or revoked by the undersigned. Any and all prior authorizations are hereby revoked by the undersigned as of the date of this authorization.

By: Maria Elena Garcia
Maria Elena Garcia

Date: 7-10-2020

By: Adriana Garcia
Adriana Garcia

Date: 7-10-20

By: Maria Elena Garcia
Christopher Garcia, by and through his
guardian ad litem, Maria Elena Garcia

Date: 7-10-2020

By: Maria Elena Garcia
Sara Garcia, by and through her
guardian ad litem, Maria Elena Garcia

Date: 7-10-2020

By: Maria Elena Garcia
Jaelynn Garcia, by and through her
guardian ad litem, Maria Elena Garcia

Date: 7-10-2020



MANSHOORY LAW GROUP, APC
1200 WILSHIRE BLVD, SUITE 409
LOS ANGELES, CA 90017
TEL: 213.221.7772 FAX: 213.337.8850

By: *Gloria Garcia*
Gloria Garcia

Date: 7-10-2020

CLAIM FORM

CLAIM AGAINST Farmersville Police Dept., Tulare County Sheriff's Dept. and their respective employees/agents

Claimant's address: 1200 Wilshire Blvd. Suite 409, Los Angeles, CA 90017 Phone # 213-221-7772

Relationship to Claimant Attorney

CLAIM FORM

CLAIM AGAINST Farmersville Police Dept., Tulare County Sheriff's Dept. and their respective employees/agents

Claimant's address: 1200 Wilshire Blvd. Suite 409, Los Angeles, CA 90017 Phone # 213-221-7772

Relationship to Claimant Attorney

City of Farmersville

CLAIM FORM

(Please Type or Print)

CLAIM AGAINST Farmersville Police Dept., Tulare County Sheriff's Dept. and their respective employees/agents

Claimant's name: Jaelynn Garcia (Name of Entity) SS#: DOB: 7/9/2018

Claimant's address: 1200 Wilshire Blvd. Suite 409, Los Angeles, CA 90017 Phone # 213-221-7772

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: June 24, 2020 - June 25, 2020

Date injuries, damages, or losses were discovered: June 24, 2020 - June 25, 2020

Location of incident/accident: While in the custody of Farmersville PD and Tulare County Sheriff's Dept.

What did entity or employee do to cause this loss, damage, or injury? See enclosed correspondence from Manshoory

Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

Claimant is unaware of the identity of the entity's employee(s) responsible.

What specific injuries, damages, or losses did claimant receive? See enclosed correspondence from Manshoory

Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

Claimants, collectively, seek \$10,000,000.00 in their individual capacity and as successors to the Estate of decedent.

How was this amount calculated (please itemize)? See enclosed correspondence from Manshoory Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: August 4, 2020 Signature: 

If signed by representative:

Representative's Name Shaheen F. Manshoory Address 1200 Wilshire Blvd Suite 409

Telephone # 213-221-7772

Relationship to Claimant Attorney

City of Farmersville

CLAIM FORM

(Please Type or Print)

CLAIM AGAINST Farmersville Police Dept., Tulare County Sheriff's Dept. and their respective employees/agents

Claimant's name: Jaelynn Garcia, successor to Estate of (Name of Entity) SS#: DOB: 7/9/2018

Manuel Garcia
Claimant's address: 1200 Wilshire Blvd, Suite 400, Los Angeles, CA 90017 Phone # 213-221-7772

Address where notices about claim are to be sent, if different from above.

Date of incident/accident: June 24, 2020 - June 25, 2020

Date injuries, damages, or losses were discovered: June 24, 2020 - June 25, 2020

Location of incident/accident: While in the custody of Farmersville PD and Tulare County Sheriff's Dept.

What did entity or employee do to cause this loss, damage, or injury? See enclosed correspondence from Manshoory

Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

Claimant is unaware of the identity of the entity's employee(s) responsible.

What specific injuries, damages, or losses did claimant receive? See enclosed correspondence from Manshoory

Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

Claimants, collectively, seek \$10,000,000.00 in their individual capacity and as successors to the Estate of decedent.

How was this amount calculated (please itemize)? See enclosed correspondence from Manshoory Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: August 4, 2020

Signature:

If signed by representative:

Representative's Name Shaheen F. Manshoory Address 1200 Wilshire Blvd Suite 409

Telephone # 213-221-7772

Relationship to Claimant Attorney

CLAIM FORM

CLAIM AGAINST Farmersville Police Dept., Tulare County Sheriff's Dept. and their respective employees/agents

Claimant's address: 1200 Wilshire Blvd, Suite 409, Los Angeles, CA 90017 Phone # 213-221-7772

Relationship to Claimant Attorney

CLAIM FORM

CLAIM AGAINST	Farmersville Police Dept., Tulare County Sheriff's Dept. and their respective employees/agents
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Address where notices about claim are to be sent, if different from above:

(Use back of this form or separate sheet if necessary to answer this question in detail.)

(Use back of this form or separate sheet if necessary to answer this question in detail.)

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Relationship to Claimant	Attorney
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City of Farmersville

CLAIM FORM

(Please Type or Print)

CLAIM AGAINST Farmersville Police Dept., Tulare County Sheriff's Dept. and their respective employees/agents

Claimant's name: Sara Garcia, successor to Estate of Manuel Garcia (Name of Entity) SS#: DOB: 5/23/2007

Claimant's address: 1200 Wilshire Blvd, Suite 400, Los Angeles, CA 90017 Phone # 213-221-7772

Address where notices about claim are to be sent, if different from above:

Date of incident/accident: June 24, 2020 - June 25, 2020

Date injuries, damages, or losses were discovered: June 24, 2020 - June 25, 2020

Location of incident/accident: While in the custody of Farmersville PD and Tulare County Sheriff's Dept.

What did entity or employee do to cause this loss, damage, or injury? See enclosed correspondence from Manshoory

Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

Claimant is unaware of the identity of the entity's employee(s) responsible.

What specific injuries, damages, or losses did claimant receive? See enclosed correspondence from Manshoory

Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

Claimants, collectively, seek \$10,000,000.00 in their individual capacity and as successors to the Estate of decedent.

How was this amount calculated (please itemize)? See enclosed correspondence from Manshoory Law Group

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: August 4, 2020

Signature:

If signed by representative:

Representative's Name Shaheen F. Manshoory Address 1200 Wilshire Blvd Suite 409

Telephone # 213-221-7772

Relationship to Claimant Attorney

TULARE COUNTY COUNSEL

County Counsel
Deanne H. Peterson

Risk Manager
Susan L. Cox



Supervising Analysts
Robert Anderson
Nancy Chavira

RISK MANAGEMENT DIVISION

P.O. 7300, Visalia, CA 93290

Phone: (559) 623-0280

Fax: (559) 713-3719

Re: Instructions for Filing a Claim against County of Tulare Re: Personal Injury or Property Damages

Attached is a claim form for the filing of a claim against Tulare County for personal injury or property damage. Government Code Section 910, 910.2, 910.6 outline the required content and form for the submission of a claim against a governmental entity. The County of Tulare provides a claim form that conforms to the requirements of Gov. Code Section 910 for your convenience.

Gov. Code Section 911.2 governs the time frame for the presentation of a claim against a governmental entity. Claims for death, injury to person or personal property, or injury to growing crops shall be presented within 6 months of the date of loss or the date damages were incurred. Other claims shall be presented within one year.

The period of notice and any duty to respond after receipt of service of a claim, amendment, or notice is extended five (5) days upon service by mail with the State of California, if mailed from within the United States an additional ten (10) days and twenty (20) days if mailed from outside the United States, pursuant to CCP 1013(a). If the notice of claim is received later than these dates, the claim may be returned as late and no actions will be taken.

You may supplement the claim form with additional facts you believe are important. Submit the claim form and any supporting documentation to the **Clerk of the Board of Supervisors, 2800 W. Burrel, Visalia, CA 93291-4593**. No suit for money or damages may be brought against a public entity until a written claim has been presented and acted upon or rejected pursuant to Gov. Code Section 945.4 with exceptions as noted in Gov. Code Section 905.

If you have a question about how to file a claim against the County of Tulare, you may contact County Counsel Risk Management at (559) 623-0280 between normal business hours of 7:30 a.m. to 5:30 p.m. Monday-Thursday, and 8:00 a.m. to 12:00 p.m. on Friday.

LIABILITY CLAIM REPORT

RETURN FORM TO: Clerk of the Board, TULARE COUNTY BOARD OF SUPERVISORS
2800 W. Burrel, Visalia CA 93291-4593

AGENCY	DIVISION	SECTION	RMS No. (RPRMS USER ONLY)
This Report Involves a claim for: <input checked="" type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage			
Person To Contact: Manshoory Law Group - 1200 Wilshire Blvd, Suite 409, Los Angeles CA 90017			
Telephone Number: (213-221-7772)			

FACTS (Use another blank sheet if more space is needed)	Date of Loss: June 24-25, 2020	Time: AM <input type="checkbox"/> PM <input checked="" type="checkbox"/> N/A
	Location: Custody of Farmersville PD and Tulare County Sheriff's Dept.	
	Description of Incident: See attached correspondence from Manshoory Law Group	

CLAIMANT(S) (Use another blank sheet if more space is needed) Six (6) claimants in total	Name	Address	Phone No.
	Maria Elena Garcia, individually and as SII	Manshoory Law Group	H <input type="checkbox"/> W <input type="checkbox"/>
	Description of Injury and amount sought as damages		See attached correspondence from Manshoory Law Group
	Description of Property Loss and cost of repair See attached correspondence from Manshoory Law Group		
	Name	Address	Phone No.
	Adriana Garcia, individually and as SII to Estate	Manshoory Law Group	H <input type="checkbox"/> W <input type="checkbox"/>
	Description of Injury and amount sought as damages		See attached correspondence from Manshoory Law Group
	Description of Property Loss and cost of repair See attached correspondence from Manshoory Law Group		
	Name	Address	Phone No.
	Christopher Garcia, individually and as SII	Manshoory Law Group	H <input type="checkbox"/> W <input type="checkbox"/>
	Description of Injury and amount sought as damages		See attached correspondence from Manshoory Law Group
	Description of Property Loss and cost of repair See attached correspondence from Manshoory Law Group		

WITNESSES	1) Name	Address	Phone No.
	N/A		
	2) Name	Address	Phone No.
	3) Name	Address	Phone No.

POLICE REPORT	Agency	Officer and ID No.	Report No.
	Farmersville PD and Tulare County Sheriff's Dept.	Unknown at this time	Unknown at this time.

REMARKS:

See attached correspondence from Manshoory Law Group



What did entity or employee do to cause this loss, damage, or injury?

See attached correspondence from Manshoory Law Group

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

See attached correspondence from Manshoory Law Group

DRAW ROUGH DIAGRAM OF ACCIDENT (OPTIONAL BUT WILL ASSIST IN HANDLING YOUR CLAIM):

Show your car as  ; other car as  the collision occurred.

Show direction and distance traveled before crash by solid line thus: _____. Then indicate point of crash; and positions and distances traveled after collision. Show distance and direction traveled after crash by dotted line thus: ----- (OPTIONAL BUT WILL ASSIST IN HANDLING YOUR CLAIM)

I hereby certify that this is a true statement of the facts to the best of my knowledge and belief.

Signature

Date

Warning

Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board of officer, or to any county, city, or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable either by imprisonment in the county jail for a period of not more than one year, by a fine of not exceeding one thousand dollars (\$1,000), or by both such imprisonment and fine, or by imprisonment in the state prison for a period of not more than five years, by a fine not exceeding ten thousand dollars (\$10,000), or by both such imprisonment and fine..."